

**REQUEST FOR
QUALIFICATIONS AND PROPOSAL**

**Monroe County
Water Authority**



**Buffalo Road Booster Pumping Station
Replacement**

June 27, 2025

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

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County Water Authority (“Authority”) is soliciting Statements of Qualifications and Price Proposals (together referred to as “Proposal”) from consultants for professional engineering services for the evaluation, design, and construction administration for replacement and increasing the capacity of the Buffalo Road Booster Pumping Station (BPS) located at 4480 Buffalo Road in the Town of Chili, New York. 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 and Price Proposal (RFQ/P).

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 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/P Procurement Officer

Pursuant to State Finance Law §§ 139-j and 139-k, this RFQ/P includes and imposes certain restrictions on communications between a Governmental Entity (i.e., the Authority) and Bidder/Offerer (i.e., Proposer) 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.

Chris J. LaManna, P.E.
Director of Production and Transmission
Shoremont Water Treatment Plant
4799 Dewey Avenue
Rochester, New York 14612
Email: christopher.lamanna@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/P 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/P (and if it is in the best interest of the Authority to do so).

1.4 Pre-Proposal Meeting

A pre-proposal meeting and site visit will be held at the Buffalo Road BPS (4480 Buffalo Road, Rochester, NY) on Wednesday, July 9, 2025 at 9:00 a.m. Proposers planning to attend the pre-proposal meeting shall notify the Procurement Officer via email no later than July 8, 2025.

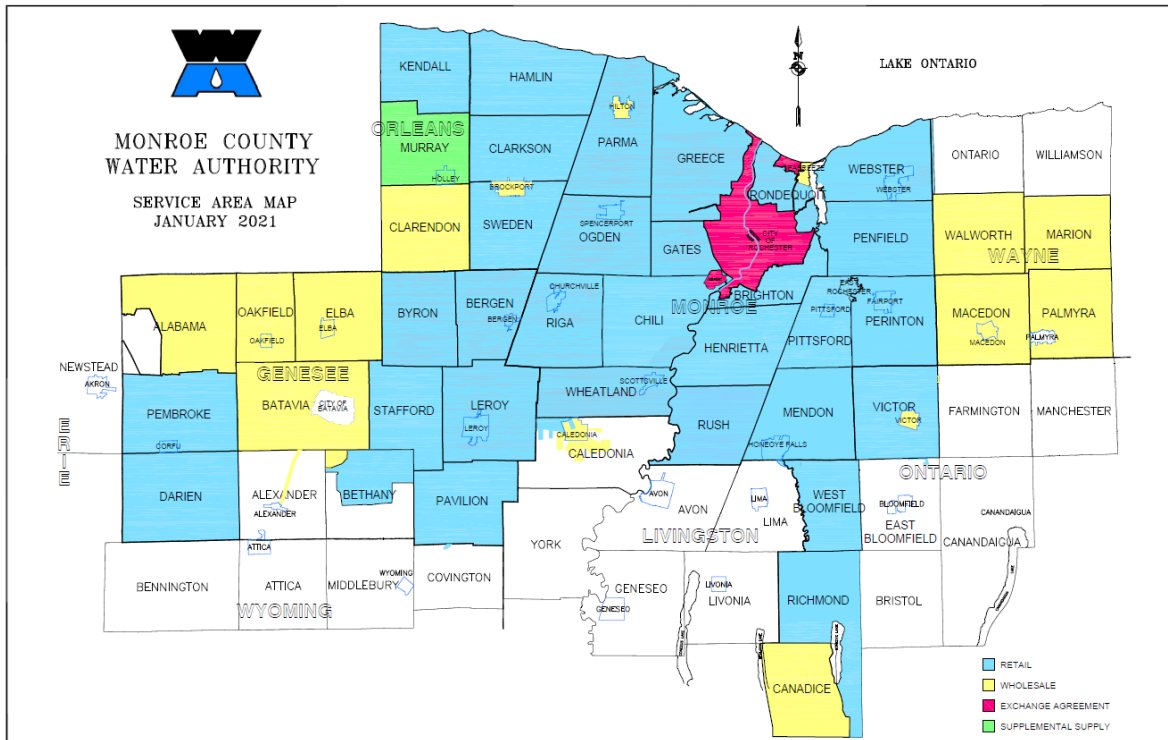
1.5 Time Line

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

- All requests for RFQ/P clarification must be submitted in writing to the Procurement Officer at the email address provided in Section 1 and received no later than 5:00 p.m. EST on July 17, 2025.
- As deemed appropriate, questions will be answered and documented in writing as an Addendum to the RFQ/P, which will be issued by the Authority no later than July 21, 2025.
- Proposal submissions must be received by **3:30 p.m. EST on July 24, 2025** at the address shown in Section 3.1.
- Selection of the Proposer and Notice of Award: by August 15, 2025.
- Execution of Professional Services Agreement: by August 29, 2025.

1.6 Overview of the Organization

The Monroe County Water Authority 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, the Authority 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 Authority’s service area has steadily grown. Today, the Authority serves over 210,000 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 communities served are shown below:



1.7 Overview of the Project

1.7.1 Existing Conditions

The Authority's Buffalo Road BPS is a below-grade pumping station equipped with two, 480V, 30-horsepower (hp) pumps and has a rated capacity of approximately two million gallons per day (mgd). It was constructed in 1967 and the majority of the equipment is original.

1.7.2 Proposed Improvements

Construction of a new, above-grade BPS with a larger capacity is required to replace the existing BPS. The new BPS is anticipated to include the following features at a minimum:

- Approximate 35- to 40-foot square, concrete masonry unit construction with exterior finish to blend in with surrounding structures, and gable or hip-type metal roof;
- Two horizontal split-case pumps anticipated to be in the range of 50hp to 75hp, equipped with variable frequency drive equipment;
- Provisions for installation of a third pump in the future;
- Chemical storage and feed room for future sodium hypochlorite feed;
- Flow meter vault located on suction side of BPS with tap for sodium hypochlorite feed;
- Permanently installed natural gas or diesel fueled emergency generator with automatic transfer switch; and
- New access driveway.

It is anticipated there is adequate space on the existing property to construct the new BPS without disrupting operation of the existing BPS. Operation of the existing BPS must be maintained during construction of the new BPS. The Project also includes demolition of the existing BPS once the new BPS is fully operational.

SECTION 2 –SCOPE OF WORK

2.1 General

Presented in this Section is a description of the tasks, scope of work, and deliverables required to be completed for the Project. The Proposer is encouraged to expand upon this scope of work and present additional detail delineating its proposed approach to the Project. General requirements to be provided in all tasks as part of the scope of work are presented below.

1. Prepare minutes of all meetings and distribute via email to all attendees within five days of the meeting.
2. Submit draft version of all technical memoranda and reports to the Authority for review in PDF. Submit final versions within 10 days of receipt of review comments from the Authority. Submit one original and one PDF version.

Additional tasks may be required. If necessary, the Authority will request a specific scope of services and proposed fee, as appropriate.

2.2 Task 1: Project Initiation

Conduct a project kickoff meeting with Authority personnel. The purpose of the project kickoff meeting will be to introduce the project team and roles; establish lines of communication; review the project scope of services, goals, and deliverables; review the project schedule; and conduct an initial site visit to the Buffalo Road BPS. Prior to the meeting, submit a request for information including record documents and other similar information as necessary to complete the work.

2.3 Task 2: Engineering Report

Prepare recommendations and a basis of design for the new BPS, presented in an Engineering Report. Specific items to be completed under this task, at a minimum, are outlined below.

1. Conduct site visits and review available record documents as required to evaluate and confirm existing conditions.
2. Coordinate with the Authority to confirm the required capacity and duty points for the new pumping equipment.
3. Develop recommendations for the new BPS facilities including a proposed basis of design for structural/architectural; site work; connections to the existing BPS suction and discharge mains; and all systems including pumping, electrical, instrumentation, control, communication, heating and ventilating, plumbing, and chemical feed.
4. Coordinate with the Authority to develop a list of recommended manufacturers for all proposed equipment.
5. Identify permitting requirements for construction of the new BPS.

6. Coordinate with the electrical and natural gas utility to confirm service connection requirements for the new BPS.
7. Identify construction related requirements for the new BPS, including a recommended sequence.
8. Prepare preliminary drawings of the proposed new BPS including a site plan, floor plan, and architectural elevations.
9. Prepare an Engineering Report in a format that is suitable for submission to the New York State Department of Health (NYSDOH) for potential funding through the State Revolving Fund (SRF) or other similar funding source(s). The Engineering Report shall include the following, at a minimum:
 - a. Results of all evaluations conducted including alternatives analyzed;
 - b. Recommendations for improvements;
 - c. Proposed basis of design for the preferred improvements;
 - d. Necessary calculations;
 - e. Preliminary drawings;
 - f. Opinion of probable project costs; and
 - g. Proposed project schedule through construction.
10. Submit draft Engineering Report and conduct workshop to obtain the Authority's review comments. Submit final Engineering Report within two weeks following review workshop.

2.4 Task 3: Final Design Phase Services

Prior to initiating Task 3-Final Design Phase Services, the Authority will negotiate a separate detailed scope of services and price proposal based on the recommendations presented in the final Engineering Report completed under Task 2-Engineering Report. The anticipated general scope of services to be provided under this task is outlined below.

2.4.1 Survey & Mapping

Utilize existing record drawings, planimetric, topographic, and utility maps and surveys, as available. Conduct additional topographical survey and on-site field verification as necessary to prepare complete base drawings and mapping required to prepare final design.

2.4.2 Soils & Subsurface Investigations

Obtain and review available information about the site including bore logs and associated reports that the Authority possesses, geological references, and visits to the sites to observe soil, rock and water features exposed at the ground surface. Based on the available information, assess preliminary foundation design and earthwork related construction requirements for the Project, if sufficient information exists to make such assessments. If sufficient data is not available, recommend and provide a program of subsurface investigations and laboratory testing to obtain the required data.

2.4.3 Permits

Included in this phase is the preparation of Permit applications, including all requisite supporting documentation for the Project. Permits shall include those required by Federal, State and Local regulations. It is anticipated that final design documents will be submitted to the Monroe County Department of Health (MCDOH) for review and approval. Obtain Authority approval prior to contacting any administrative regulatory agency or entity. Provide the Authority with the required number of copies of submittal documents for all Permits. Submittals for Permits shall be made by the Authority. The Authority will pay all fees and charges associated with obtaining Permits.

2.4.4 Bid Documents

Prepare bid documents (including drawings and project manual) suitable for public bidding of the Project. Include design drawings and specifications in the bid documents with sufficient detail to establish the technical requirements of the Project. Provide the Authority a minimum of two weeks following each progress submittal for preparation of its review comments. Requirements for preparation of final design and bid documents is outlined below:

1. Design Coordination and Review Meetings

- Conduct monthly progress conference calls or on-site meetings
- 60% Design Submittal review workshop
- 95% Design Submittal review workshop
- 100% Design Submittal review videoconference

2. Specifications

- Front-end documents including advertisement, instruction to bidders, agreement, general conditions, supplemental conditions; and technical specifications including the Authority's standard specifications as applicable. Authority will provide its standard specifications in Word.doc format.
- Technical specifications and bid items shall follow Authority's standard format.

3. 60% Design Submittal shall include the following:

- Coordinated documents that clearly communicate the design approach and intent for all disciplines;
- Draft Technical Specifications and Supplemental Conditions (three paper copies and PDF);
- Draft 60% complete design drawings (three full-size sets and PDF);
- Updated opinion of probable project costs and project schedule; and
- 60% Design Submittal review workshop.

4. 95% Design Submittal shall include the following:
 - Complete set of draft 95% complete Bid Documents including all drawings and specifications (three paper copies, full-size sets of drawings, and PDF);
 - Updated opinion of probable project costs and project schedule; and
 - 95% Design Submittal review workshop.
5. 100% Design Submittal shall include the following:
 - Complete set of 100% complete Bid Documents including all drawings and specifications in PDF;
 - Final as-bid opinion of probable project costs and project schedule; and
 - 100% Design Submittal review videoconference to discuss final Authority review comments.
6. Final complete set of Bid Documents incorporating all of the Authority's review comments and suitable for advertisement for public bids.

2.5 Task 4: Bid Phase Services

Prior to initiating Task 4-Bid Phase Services, the Authority will negotiate a separate detailed scope of services and price proposal. The anticipated general scope of services to be provided under this task is outlined below.

After written authorization to proceed with the Bidding Phase, furnish the Authority with the requested number of full-size drawings and project manuals for the purpose of issuing to prospective bidders. Prepare addenda to all holders of bid documents for interpretation and clarification of the bidding documents as required. The Authority will advertise for proposals from bidders, distribute the appropriate bid documents and addenda to the bidders, open bids at the appointed time and place, and pay all costs incidental thereto. Evaluate bids and bidder's qualifications in accordance with Authority procedures, and prepare a formal recommendation for award.

2.6 Task 5: Construction Phase Services

Prior to initiating Task 5-Construction Phase Services, the Authority will negotiate a separate detailed scope of services and price proposal. The anticipated general scope of services to be provided under this task is outlined below.

Act as the construction contract manager/administrator, advise the Authority, act as the Authority's representative at the Project site, issue all instructions of the Authority to the construction contractor(s), and perform the tasks listed below:

1. Review shop drawings and other submittals;
2. Prepare payment estimates;
3. Conduct construction progress meetings;
4. Review construction schedules;
5. Prepare clarifications, modifications, and change orders to the contract documents;

- 6. Provide resident project representation during all construction activities and submit daily work reports;
- 7. Conduct preliminary and final inspections; and
- 8. Prepare record drawings.

2.7 Preliminary Project Schedule

A preliminary schedule for completion of the Project is presented below:

- Project Kickoff Meeting: By August 29, 2025
- Submit Draft Engineering Report: By October 17, 2025
- Submit Final Engineering Report: By November 7, 2025
- Final Design/Bid Phase Services: December 2025-May 2026
- Construction Phase Services: June 2026-February 2027

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/P. Proposers not responding to all information requested in this RFQ/P or indicating exceptions to those items not responded to may have their Proposal rejected.

The sealed Proposal must be received at the address below on or before the time specified in Section 1. Proposals received late due to failure of the delivery service to deliver them on time, even in cases of weather, will be returned unopened. Requests for extension of the submission time or date will not be granted. Proposals will not be opened publically.

All Proposals must be received in a sealed envelope clearly labeled "Buffalo Road BPS Replacement-Proposal" and marked with the due date and time. Proposals must be delivered to the address below via delivery service (such as FedEx or UPS) or hand delivery. **U.S. Postal Service mail delivery is NOT an acceptable means to deliver to this location. Proposals submitted via U.S. Postal Service will be returned unopened.** If using a delivery service, include instructions to "Deliver to Bid Box located at Employee Entrance, Door #19." Proposers have sole responsibility to contact the Procurement Officer and confirm receipt of the Proposal. Please address Proposals to:

Attn: Chris J. LaManna, P.E.
Buffalo Road BPS Replacement – Proposal
475 Norris Drive
Bid Box at Employee Entrance, Door #19
Rochester, New York 14610

- B. Required Copies:** Proposers must submit one signed original and three copies of the Proposal. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign the Proposal.
- 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/P. 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 Proposer acknowledges that all submitted materials not marked confidential or proprietary, shall be subject to public disclosure as may be required per applicable regulations or laws.

3.2 Clarification of RFQ/P 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 RFQ/P. No contact will be allowed between the Proposer and any other member of the Authority with regard to this RFQ/P during the procurement process unless specifically authorized in

writing by the RFQ/P Procurement Officer. Prohibited contact may be grounds for Proposer disqualification.

3.3 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 RFQ/P. An acknowledgment of such addenda, if any, must be submitted with the RFQ/P response. If the RFQ/P 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 confirm any addenda have been issued.

3.4 Organization of Statement of Qualifications

This section outlines the information that must be included in your Statement of Qualifications. 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 including the number of years in business, identification of company ownership, and the number of employees.
- B. Qualifications:** Describe a minimum of five projects of similar scope that best demonstrate the company's (and sub-consultants as appropriate) qualifications to undertake all aspects of the work.
- C. Project Team:** Provide a description of the project team's organization and roles. List the specific project team members and their office location. Include resumes for all project team members, including proposed subconsultants. Include a description of your approach to meet the M/WBE goals for the project (see Section 4.15). 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.
- D. Project Approach and Scope of Services:** Describe in detail your approach to executing and managing the Project, including your corporate philosophy for planning, implementation, coordination, and control mechanisms. Provide a proposed scope of services for completing all required tasks.
- 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. Project Schedule:** Include a proposed schedule for completion of the project through construction.
- G. 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.

H. Procurement Form: Include the procurement disclosure form contained in Section 4.

3.5 Organization of Price Proposal

A. Compensation: Compensation for the Project will be on a time and materials not-to-exceed basis. The Price Proposal shall include a full description of Proposer’s proposed method of compensation and the proposed charges including breakdowns of labor hours for each category, hourly rates, and expenses including sub-consultants. Provide a clear delineation of what is included in each billable component of the Proposal.

B. Included Tasks: At this time, the Authority is requesting the following tasks be included in the Price Proposal:

- Task 1 – Project Initiation; and
- Task 2 – Engineering Report.

C. Labor Rate Information: The Price Proposal shall include proposed labor rates for 2026 and 2027 for all labor categories. This information will be utilized to negotiate separate detailed scopes of services and price proposals at a later date for the following tasks, if the Authority decides to proceed, as presented in Section 2:

- Task 3–Final Design Phase Services
- Task 4–Bid Phase Services
- Task 5-Construction Phase Services

3.6 Method of Evaluation

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

B. Evaluation and Selection Criteria: All properly prepared and submitted Proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be executed. Evaluation of the Proposal 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. Proposals will be evaluated according to the following weighted criteria:

Evaluation Criteria	Weighting
Qualifications of the Firm and Project Team	30%
Proposed Approach and Scope of Services	30%
Proximity of Key Staff	5%
Value Added Services/Benefits	5%
Price Proposal	30%

3.7 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 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 arrears to the Authority, 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.

3.8 Contract Approval Process

Proposers acknowledge that any contract resulting from this RFQ/P is subject to prior approval by the Authority's Board of Directors.

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/P, 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 the Proposer(s) whose Proposal(s) 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 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/P and for the contract, the term "Work" is defined as all data, records, files, information, and other similar work products, 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/P, 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/P will be notified by the RFQ/P 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 Proposer or its employees, or the Proposer or its employees or agents may learn of, or acquire, certain information of the Authority in order to enable the Proposer to effectively propose on, and ultimately perform, the Work. The Proposer 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 Proposer shall limit the use and circulation of such information even within the Proposer'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 Proposer or its employees or agents, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of the Proposer or its employees without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to the Proposer 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/P. 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.

4.15 EEO and MBE/WBE Program Requirements and Procedures

The Proposer shall comply with the Equal Employment Opportunity provisions of New York State Law.

Proposer shall utilize its best efforts to achieve goals for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) participation on this project. On this project that goal is a combined participation of 12% for the Design, Bidding and Construction Phases of the project. Further, neither the MBE nor WBE participation should be less than 6% of the total project.

For the purposes of M/WBE, the Proposer shall take affirmative steps to afford opportunities for MBE and WBE firms on the project, and the Proposer shall make its best efforts to meet the M/WBE participation goals established for this contract.

Proposer shall designate in writing an executive of its company who will have overall responsibility for implementing the Proposer's MBE/WBE Utilization Plan. The Proposer's MBE/WBE Utilization Plan shall be developed, administered, and implemented in accordance with the provisions of Authority policies and procedures. Proposer shall be responsible for maintaining records showing sub-contractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms, even if not successful.

**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: _____