

**REQUEST FOR
QUALIFICATIONS & PROPOSAL**

**Monroe County
Water Authority**



**Calkins Road and E. Henrietta Road (NYS Rte 15A)
Intersection Repair**

June 8, 2026

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

Eng. File - 26-011

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County Water Authority (the "MCWA") is soliciting statements of qualifications (SOQs) and price proposals (Proposals) from consultants to investigate and design a permanent asphalt repair to the intersection of Calkins Road and East Henrietta Road (NYS Route 15A) (the "Intersection") in the Town of Henrietta.

In 2025 New York State Department of Transportation (NYSDOT) completed a project PIN 401545, Contract D265196, which included the repaving Route 15A from the NYS Thruway to I 390, which included the Intersection.

In January 2026, a gate valve on a 10-inch water main in the Intersection broke causing a significant amount of water to be released from the water main. Water made its way above and below the road surface. The temperatures were in the single digits and there was a significant amount of frost in the ground. The amount of pavement repair necessary to restore the intersection was more than could be completed at that time due to weather conditions and material availability. This caused a significant amount of asphalt heaving and settlement in various areas throughout the Intersection. At the end of April 2026, The Town of Henrietta on behalf of Monroe County Water Authority and with the approval and direction of NYSDOT milled portions of the intersection where the road had heaved, to level out the pavement due to safety concerns. This project will reconstruct the intersection to as close to preconstruction conditions as possible.

Prospective Proposers must offer an SOQ and a Proposal that meets the scope of services, qualifications and general description of work activities identified in Section 2 of this document.

In responding to this Request for Qualifications and Proposal (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 SOQ and your Proposal be submitted in separate documents and in separately sealed envelopes.**

1.2 RFQ 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 (the MCWA) 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.

Tod Ferguson, P.E.
475 Norris Drive
Rochester, New York 14610
Phone: (585) 442-2001 Ext. 234
Email: tod.ferguson@mcwa.com

1.3 Presentation and Clarification of MCWA's Rights and Intentions

MCWA intends to enter into a contract with selected Proposer to supply services described in Section 2.

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:

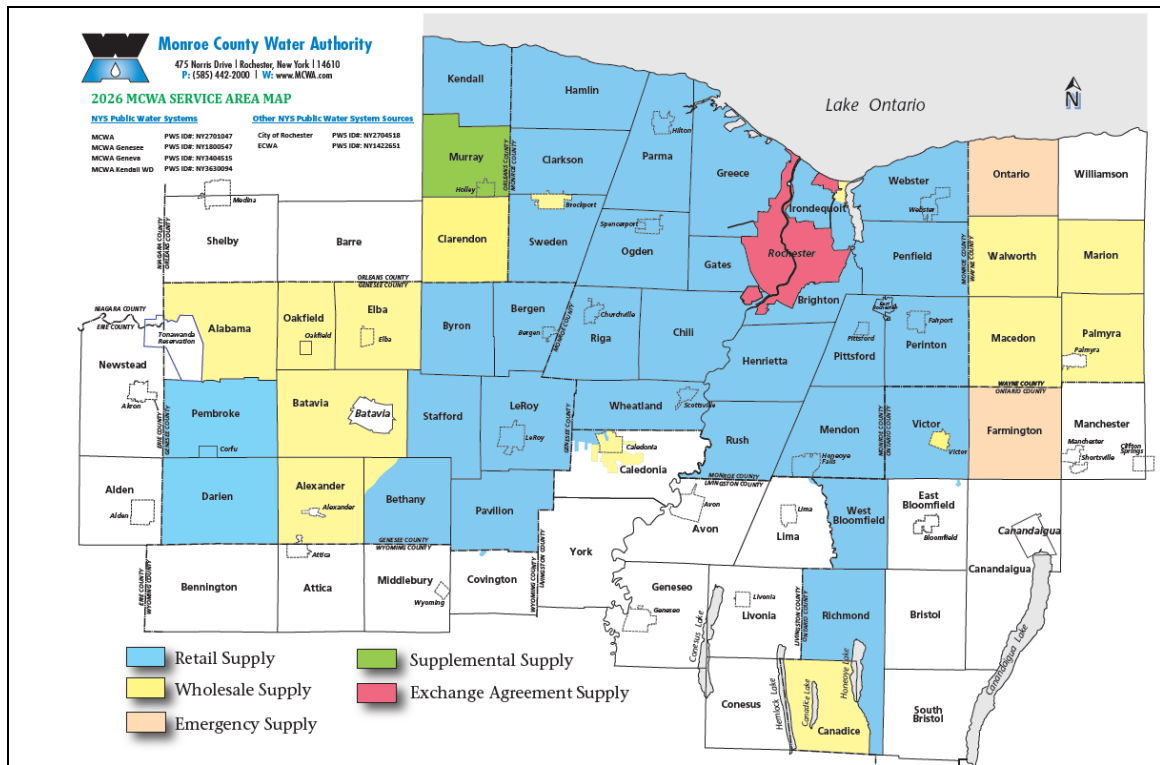
- ◆ All requests for RFQ/P clarification must be submitted, in writing, to the RFQ/P Procurement Officer at the email address provided in Section 1 and received no later than **3:00 PM EST on June 15, 2026**.
- ◆ As deemed appropriate, questions will be answered and documented in writing as an Addendum to the RFQ/P. These will be sent out to all Proposers who received the original RFQ/P on or about **June 18, 2026**. If the RFQ was obtained from the MCWA website, it is the prospective proposer's responsibility to inform the RFQ Procurement Officer with their contact information so that they may receive any addendum.
- ◆ SOQs and Proposals must be received by **3:00 PM EST on June 25, 2026** at the address shown in Section 3.2. The right to withdraw will expire on this date.
- ◆ At the Water Authority's option, a "short-list" of the best qualified Proposers may be established by the Water Authority selection committee for interviews.

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, Rochester Division of the New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County's inner ring towns and portions of the City of Rochester. As surrounding towns and villages faced new water supply challenges, the MCWA service area has steadily grown. Today, MCWA serves over 190,000 customers in every town and village in Monroe County (partially in the City of Rochester) plus towns, villages and other water authorities in each of the five adjacent counties.

The MCWA system infrastructure includes two operations centers and a meter shop; three water treatment plants, Shoremont, Corfu and Webster; 48 remote pumping stations; 49 tanks and 2 storage reservoirs; and over 3,435 miles of transmission and distribution water mains.



SECTION 2 –SCOPE OF WORK

2.1 Scope of Work

Below is a preliminary outline of the required tasks to be included under this contract. Additional tasks may be required during the contract’s term.

Task 2.1.1 Design Phase Services

The selected Consultant will be required to prepare all necessary contract documents and obtain permits for the restoration of the Intersection. The Consultant shall meet with New York State DOT Monroe East Residency and MCWA and develop a complete understanding of the goals and objectives for the repair to the Intersection. Time is of the essence as all road repair work must be completed during this year’s paving season. Consultant will:

- Review 2025 New York State Department of Transportation (NYSDOT) completed a project PIN 401545, Contract D265196, which included the repaving Route 15A from the NYS Thruway to I 390.
- Determine limits of repair or restoration, including areas where pavement shows signs of stressed failure. Limits to be approved by NYSDOT.
- NYSDOT requires:
 - Subbase to be replaced with NYSDOT Item 304.12.
 - Proof roll subgrade; any areas that fail proof rolling will be required to be undercut as determined by NYSDOT. (Minimum undercut will be 1 ft extra cut with geotextile placed below the additional 1 ft of Item 304.12) If undercuts are needed but utility clearances prohibit additional excavation, then a geo-grid or geotextile should be added on the subgrade, below the subbase course.

- Compaction will be limited to non-vibratory methods. Material to be placed in 6" compacted lifts (8" loose lifts).
- Asphalt depth to be determined by Equivalent Single Axle Load (ESAL) counts, but normally is a 10" section with a 12" subbase. NYSDOT to provide additional information to calculate depth.
- Construction work will be permitted to occur on weekends only, beginning on Friday night and finishing to the point of having a drivable surface (base and binder initially) by the following Monday before morning rush hour.
- Meeting with NYSDOT and MCWA prior to commencing with design for guidance and expectations, most of which have been outlined above. With good coordination and communication one 95% submission of plans and specifications for NYSDOT review should be adequate. In lieu of additional submissions, two progress meetings may be held.
- NYSDOT will expedite their permit review for this project.
- Survey will be required to accommodate matching existing areas outside repair area to create a smooth transition
- Assemble all necessary NYSDOT specifications and details.
- The City of Rochester's Water Bureau has three large diameter transmission mains ("Conduits") that pass through the intersection. Determine any construction or compaction restrictions the City may require for work around their facilities.
- Prepare contract documents to advertise and bid the project.
- Prepare construction cost estimate? Provide estimated project schedule based on design.
- Apply for and obtain all necessary permits and approvals for the project.

Task 2.1.2 Bid phase services.

Assist MCWA through the bid and award phase. Consultant shall provide assistance to: 1) answer bidder questions, prepare addendum as required, evaluate bids received, and identify the lowest responsive, responsible bidder. Upcoming MCWA Board dates are July 9, August 13, September 10 and October 8.

Task 2.1.3 Construction Phase Services

The Construction Phase shall be considered to have begun immediately after the Contract(s) has been awarded by the Authority and the Authority has provided the Contractor and Consultant with written authorization to proceed with the Construction Phase. During this phase the Consultant shall act as the construction contract manager/administrator, shall advise the Authority, act as the Authority's representative at the Project site, issue all instructions of the Authority to the Contractor and perform the tasks listed in this section.

1. Shop Drawings and Technical Review

Check and approve samples, catalog data, schedules, shop drawings, operation and maintenance manuals, laboratory reports, testing reports, shop and mill tests of materials and equipment, progress data and time charts, and other data that the Contractor is required to submit, for conformance with the design concept of the Project and compliance with the information given by the Contract Documents. Assemble and obtain all written guarantees required by the Contract Documents from the Contractor and deliver the same to the Authority. Provide the Authority with

one electronic set of reviewed and processed shop drawings and other submittals in PDF, including a log or index, at the time the Project is substantially complete.

2. Prepare Payment Estimates

Based on on-site observations as an experienced and qualified professional, and on review of the Contractor's applications for payment, the Consultant shall determine the amount owing to the Contractor and recommend payment in writing. Recommendation shall constitute a representation to the Authority based on such observations, review and the data comprising such applications, that, to the best of Consultant's knowledge information and belief, the Contractor's work has progressed to the point indicated, the quality of such work is substantially in material compliance with the Contract, subject to the results of any subsequent test(s) called for in the Contract Documents and any qualifications stated in Consultant's approval. By recommending any payment, Consultant shall not make any examination to ascertain how and for what purpose Contractor has used the monies paid on the Contract or determine if any labor, materials or equipment provided to the Owner and covered by the application is free and clear of any liens, claims or security interest or encumbrances.

3. Meetings

Attend pre-construction conference and bi-weekly construction progress meetings and notify those expected to attend in advance. Maintain and distribute copies of minutes of the progress meetings and pre-construction conference. Arrange and schedule bi-weekly progress meetings with the Authority, Contractor and Resident Project Representative (RPR). Consultant anticipates the RPR will coordinate and attend bi-weekly progress meetings through the duration of the Project and that additional engineering personnel will attend up to 5 meetings as needed.

4. Scheduling

Review the construction schedule prepared by the Contractor for compliance with the Contract Documents and provide written comments concerning its acceptability. Review and comment on monthly updates. Provide Authority with copies of initial and subsequent updates.

5. Clarification, Modifications and Change Orders

Prepare design clarifications and other routine supplementary information, and respond to requests for information. Provide preparation and administration of modifications, claims, and change orders, as required. Coordinate permit revisions with regulatory agencies if needed to reflect any revisions to Project after regulatory agency issuance.

6. Resident Project Representation

Provide an RPR on the site during the time the Work is progressing on the Project. Coordinate with the Authority to verify when onsite representation is needed and provide an RPR during those times. A total of 350 hours are budgeted for RPR. Consistent with their other obligations hereunder, the RPR will be responsible to see that the Contractor undertakes their work in material compliance with the Contract Documents and will keep the Authority informed of the progress of such work. The RPR will use their best efforts to guard the Authority against defects and deficiencies in the Contractor's project work and may recommend disapproval of such work that fails to conform to the Contract Documents. The Consultant shall not be responsible for selecting the Contractor's

means, methods, and techniques of performing the Contractor's work. It is not intended by this paragraph to relieve the Consultant, their employees, agents, sub-contractors and consultants, from responsibility for their own acts or failure to act which might contribute to the Contractor's failure to perform.

The RPR shall:

- a. Serve as the Authority's liaison with the Contractor.
- b. Cooperate with the Contractor in their dealings with the various agencies having jurisdiction over the Project in order to maintain continuity of the Project.
- c. Obtain from the Authority additional details or information when required at the job site for proper execution of the Work.
- d. Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents including all addenda, change orders and additional Drawings issued subsequent to the award of the Contract, the Authority and/or Consultant's interpretations of the Contract Documents, progress reports and other Project related documents.
- e. Keep a diary or log book of daily reports, recording hours (time of day) on the job site, weather conditions, list of visitors, daily activities, decisions, and observations in general, and specific procedures. A copy of this record is to be provided to the Authority at the Project's end and if requested, during the Project.
- f. Record names, addresses and telephone numbers of all parties involved in the Project such as officials of the Authority and the public agencies involved, contractors, sub-contractors and major material suppliers. Provide a copy to the Authority and update as changes occur.
- g. Maintain a set of Drawings and a Field Book on which authorized changes are noted that are to be available for review and used by the Consultant to prepare the "as built" Drawings, which are to be delivered to the Authority upon completion of the Project. As-built drawings shall include adequate ties for all pipeline appurtenances.
- h. When required, obtain from the Contractor their list of suppliers and subcontractors.
- i. Receive reviewed shop drawings and other submissions; record data received; maintain a file of such drawings and submissions; and check construction for compliance with them.
- j. Alert the Contractor's field superintendent when the RPR observes materials or equipment being installed before review of shop drawings or samples, where such are required, and advise the Authority and/or the Consultant when the RPR believes it is necessary to disapprove any work of the Contractor as failing to conform to the Contract Documents.
- k. Confirm Contractor has set adjustable parameters as required by the Contract Documents. Verify tests, including equipment and systems start-up that are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof.

Observe, record, and report to the Authority and/or the Consultant appropriate details relative to the test procedures and start-ups.

I. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Authority and the Consultant.

7. Reports

Furnish the Authority inspection reports of progress of the Project and the Contractor's compliance with the approved construction schedule. Consult with the Authority in advance of scheduled major tests, shut-downs, reductions in capacity, or important phases of the Project. Furnish the Authority with monthly budget status reports for all components of the project. Status reports to include original contract amounts, modifications, variations in unit prices, claims and additional services.

8. Guarantees, Certificates, Maintenance and Operation Manuals During the course of the Contractor's work, assemble guarantees, certificates, manuals and other required data to be furnished by the Contractor and, as soon as practicable but not later than acceptance of the Project, deliver this material to the Authority. Provide one electronic set of reviewed operation and maintenance manuals, test reports, and other submittals at the time the Project is substantially complete.

9. Punch-List

Prior to final inspection, and with input from the RPR, submit to the Contractor a list of observed items (commonly referred to as a "punch list") requiring correction and verify that each correction has been made. Conduct a preliminary final inspection in the company of the Authority and the RPR and prepare a final punch list of items to be corrected. Verify that all items on final punch list have been corrected and make recommendations to the Authority concerning acceptance.

10. Final Inspection; Commissioning & Testing

Conduct, in company with the Authority, a final inspection of the Project for conformance and compliance with the Contract Documents before the final payment to the Contractor. Certify that all construction work has been satisfactorily completed in accordance with the Contract Documents. The Consultant shall also ascertain that appropriate Project performance tests and requirements of all agencies having Permit approval status have been complied with so that the Authority can be assured that the Project will operate and perform as intended.

11. Record Drawings

Based on marked up record drawings provided by the Contractor, furnish the Authority, within four weeks after receipt of record information from the Contractor, one set of original reproducible Record Drawings. Also provide AutoCAD files and one set of Record Drawings in PDF.

12. Limitations of Consultant's Authority

Except upon written instructions from the Authority, the Consultant:

- a. Shall not authorize any material deviation from the Contract Documents.

- b. Shall not undertake any of the responsibilities of the Contractor, the subcontractor, or the Contractor's field superintendent.

- c. Shall not expedite the work for the Contractor's work.
- d. Shall not advise on or issue directions relative to any aspect of a construction technique or sequence unless a specific technique or sequence is called for in the Contract Documents.
- e. Shall not authorize the Authority to occupy the Project in whole or in part prior to final acceptance of the Work and the Project.
- f. Shall not participate in specialized field or laboratory tests other than as an observer.
- g. Unless the Consultant specifically undertakes duties and responsibilities for coordination, supervision or safety of the work or the workplace, the Consultant has no duty, express or implied, to supervise the work on the project or to provide safety of persons in any way involved with the work or for the public at large. The Consultant is not intended to be the agent of the Authority or the Contractor within the definition of agent as used in paragraphs 240 and 241 of the New York State Labor Law.”

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Cost Proposal

MCWA intends to authorize Task 2.1.1 - The selected firm, or firms, will be requested to provide the services included in the remaining tasks as established under a Master Professional Services Agreement. The cost for each task requested will be determined at the time of the request, typically on an hourly rate plus direct expenses with a not-to-exceed budget. With this submittal the Consultant is to provide current hourly rates for each probable job classification and present their proposed mark-up for out-of-pocket expenses.

3.2 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 or indicating exceptions to those items not responded to may have their proposals rejected.

The sealed a.) Statement of Qualifications and b) Price Proposals shall be submitted in separate envelopes and 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 “Calkins Road and E. Henrietta Road Intersection Repair - **QUALIFICATIONS**” or “Calkins Road and E. Henrietta Road Intersection Repair Support Services – **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 Statement of Qualifications and the sealed Price Proposal must be received at the address below on or before **3:00 p.m. EST on June 25, 2026.**

Attn: Tod Ferguson, P.E.
Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610

There will be no public opening of the submittals.

B. Required Copies: Proposers must submit:

- One signed original Statement of Qualifications
- Three copies of the Statement of Qualifications
- One signed original Proposal
- Three copies of the Proposal

They should clearly be marked as “Calkins Road and E. Henrietta Road Intersection Repair - **QUALIFICATIONS**” or “Calkins Road and E. Henrietta Road Intersection Repair Support Services – **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.

C. Economy of Preparation: The Statement of Qualifications 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.

3.3 Response Date

To be considered, a sealed Statement of Qualifications and a sealed Price Proposal must arrive on or before the location, time and date specified in Section 3.2. **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.

3.4 Clarification of RFQ 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.

3.5 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.

If the RFQ was downloaded from the MCWA 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.

3.6 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. Table of Contents:** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- B. Company Information:** Provide a brief history of your company, and any subconsultants.
- C. Approach to the Contract.** Describe in detail your approach to the Contract, clearly delineating the anticipated scope of services to be provided. Describe in detail your approach to management of the Contract, including how your corporate philosophy is translated into planning, implementation, coordination and control mechanisms.
- D. Team Members:** Provide a description of the team's organization and roles. List the specific Support Contract team members, including resumes. Please note, the Water Authority places great importance on the individual team members. Those proposed should be available if selected. If in doubt, listing "alternatives" is acceptable.
- E. References:** Provide a minimum of three clients for whom your company has provided similar services on road projects for NYSDOT. 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.
- F. Schedule:** Provide a schedule assuming a July 9 approval to proceed and account for MCWA Board meeting dates as provided in Article 2.1.2.

3.7 Organization of Price Proposal

- A.** The Proposer's Fee Proposal is to include a full description of the proposed method of compensation and the proposed charges. Provide a clear delineation of what is included in each billable component of the proposal. Provide a breakdown of labor hours, rates, direct expenses, and subconsultants for each task. Compensation for the Project will be on a time and materials not-to-exceed basis.

At this time, the Authority is requesting the following tasks be included in the Proposer's Fee Proposal:

- Task 1 – Design Phase;
- Task 2 – Bid Phase; and
- Task 3 – Construction Phase.

In addition, the Fee Proposal shall include only proposed 2026 labor rates for all labor categories (including RPR) for Task 3 – Construction Phase.

- B. Procurement Certification:** Attached a fully executed Disclosure Statement and Affirmation / Certification of compliance with NYS Finance Law (pages 10 through 12 of this RFQ).

3.8 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 SOQs 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 SOQs shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be signed. Evaluation of the SOQs 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 weighted criteria:

Evaluation Criteria	Weighting
Qualifications/Experience of Company and Project Team	30%
Schedule and Pricing	20%
Approach to the Contract	25%
References	25%

- C. Contract Approval Process:** Proposers must be aware that any contract resulting from this request for qualifications is subject to prior approval by the MCWA Board of Directors. MCWA anticipates awarding the Contract on or about **July 9, 2026**.

3.9 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.

3.10 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.
- C. Award a Contract to one or more 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.

In addition to compliance with the right to audit provisions of the contract, the Proposer must deliver to MCWA, no later than twenty-four (24) hours after receipt of MCWA’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 MCWA’s prior written approval, 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 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 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 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, MCWA 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 MCWA 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 MCWA. 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

MCWA 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 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.

4.11 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.

4.12 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 MCWA a certificate or certificates of insurance in a form satisfactory to MCWA's legal counsel, 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 MCWA. 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 Water 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. **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.

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.**

4.13 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 Water 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 Water Authority to other than the Water 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 Water Authority's Procurement Officers for this Governmental Procurement, as of the date hereof, are identified herein. Water 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 Water 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 Water Authority may exercise its termination right by providing written notification to the Bidder/Offerer in accordance with the written notice terms of this contract.

4.14 Term

This Agreement shall commence upon execution by the parties and shall terminate upon completion of repair's warranty period.

**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: _____

Contract Procurement Number: _____

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: _____

By signing below, Bidder/Offerer affirms that it understands and agrees to comply with the 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 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: _____

Proposer/Offerer Name: _____
(Company Name)

Proposer/Offerer Address: _____

Proposer/Offerer Phone Number: _____