

REQUEST FOR QUALIFICATIONS & PROPOSAL

Monroe County Water Authority



Cellular Antenna Installation Support Services

July 2026

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

Eng. File - 26-006

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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 for on-going support services related to leases for cellular antenna installations on Water Authority facilities. The selected Consultant may provide an array of services related to cell leases for the Water Authority.

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.

Tim Stevens, P.E.
475 Norris Drive
Rochester, New York 14610
Phone: (585) 442-2001 Ext. 283
Email: tim.stevens@mcwa.com

1.3 Presentation and Clarification of MCWA's Rights and Intentions

MCWA intends to enter into a 5-year contract with the selected Proposer to supply the 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:

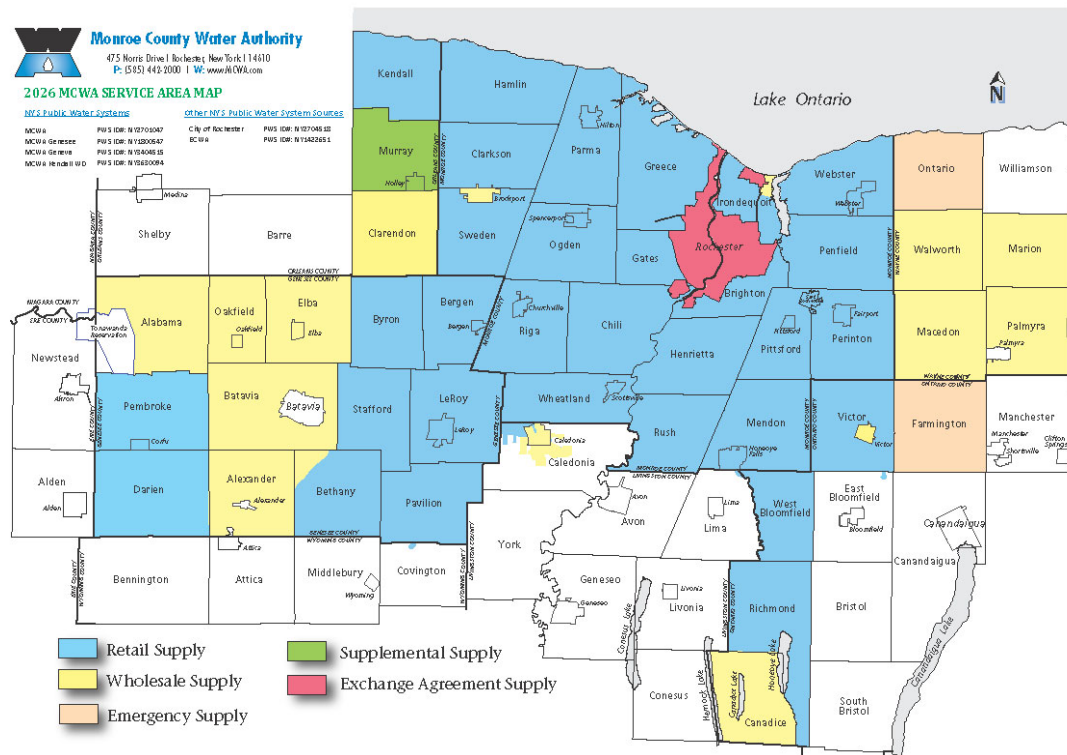
- ◆ All requests for RFQ/P clarification must be submitted, in writing, to the RFQ/P Procurement Officer at the email address provided in Section 1 and received no later than **3:00 PM EST on August 12, 2026**.
- ◆ As deemed appropriate, questions will be answered and documented in writing as an Addendum to the RFQ/P. These will be sent out to all Proposers who received the original RFQ/P on or about **August 14, 2026**. If the RFQ/P 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 August 21, 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. 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; 54 tanks and 2 storage reservoirs; and over 3,435 miles of transmission and distribution water mains.



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

A tabulation of existing antenna leases is presented on Table 1 and locations are included on Table 2. Several of these leases were entered into by communities that subsequently joined the Water Authority's regional supply. Given the time frame over which these leases were first established and the fact that the Water Authority "inherited" several leases, we are faced with varying terms and conditions.

TABLE 1 – Existing Antenna Leases

Cellular Leases - On Tank				
Cellular Carrier	Site No.	Site Name	Lease Expires	Lease Holder
AT&T (Merged w/Cingular) Now Crown Castle	379P6339	Middle Road Tank	Mar 2032	Water Authority
	379P6321	Harris Hill Tank	Mar 2032	Water Authority
	1	Churchville Tank	Jan 2050	Churchville (V)
	6334	Hilton Tank	Sep 2037	Water Authority
Sprint (merged w/Nextel)	BU04XC024	North Ave Tank	Nov 2021	LeRoy (V)
T-Mobile	3MOR250C	Harris Hill Tank	Mar 2033	Water Authority
	3MOR001E	West Brighton Tank	Oct 2032	Water Authority
	3MOR056A	Hilton Tank	Dec 2028	Water Authority
	3MOR-069	Churchville Tank	Apr 2032	Churchville (V)
Verizon Wireless	1099	North Ave Tank	May 2031	Le Roy (V)
	6053	Spencerport Tank	Jun 2023	Spencerport
	NYROC764	West Brighton Tank	Jan 2035	WA & Brighton
	706	High Street Tank	Oct 2046	Victor (T)
	4347	Churchville Tank	Apr 2034	Water Authority
Cellular Leases - Stand Alone Tower				
Cellular Carrier	Site No.	Site Name	Lease Expires	Lease Holder
AT&T (Merged w/Cingular) Now Crown Castle	NY-217-03	Harek Road Tank	Dec 2030	Water Authority
	R04002	High Street Tank	Feb 2031	Victor (T)
	BU875240	Harris Hill Tank	Nov 2024	Water Authority
Clear Wireless	ROC 081	Harris Hill Tank	May 2031	Water Authority
	ROC 124	Eastview Tank		Victor (T)
Sprint (merged w/Nextel)	BU04XC015	High Street Tank	Apr 2021	Victor (T)
T-Mobile	NY 217	Harek Road Tank	Dec 2030	Water Authority
Verizon Wireless	6034 & 6134	Victor Tank		Victor (T)
	NYROC710	South Ave Tank	Nov 2026	Webster (V)

TABLE 2 – Location Coordinates

Boughton Hill Tank	Victor	42.957778	-77.410278
Churchville Tank	Churchville	43.09868	-77.882225
Eastview Tank	Victor	43.031389	-77.454722
Harek Road Tank	Gates	43.157778	-77.746111
High Street Tank	Victor	43.003999	-77.425833
Hilton Tank	Parma	43.2819	-77.789
Middle Road Tank	Henrietta	43.0225	-77.6507
North Ave Tank	LeRoy	42.9832	-77.9826
Spencerport Tank	Spencerport	43.184444	-77.806667
West Brighton Tank	Brighton	43.0989	-77.645

SECTION 2 –SCOPE OF WORK

2.1 Scope of Work

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

Task 2.1.1 Review Existing Leases and Reset Fair Market Value

The Consultant shall meet with MCWA's senior staff and develop a complete understanding of our goals and objectives for our cellular leases. Consultant will:

- Review payment history for compliance with terms of the agreements.
- Verify equipment and any upgrades are in compliance with terms and conditions.
- Compare existing lease revenue to market conditions.
- Assess potential to reset lease payments to fair market value.

If opportunities to reset any existing lease payments to fair market value or to establish stronger lease terms are identified, Consultant will lead negotiation with the identified carriers to achieve MCWA's objectives.

Task 2.1.2 New Lease Negotiations

MCWA does not actively promote the installation of cellular antenna on our sites. However, if approached by a carrier and if endorsed by the local town or village, MCWA will consider the potential for new installations. As these new lease negotiations arise, the Consultant will be requested to analyze the fair market value and then support the negotiation of the new lease's terms and conditions.

Task 2.1.3 Special Projects

The selected Consultant may be requested to provide support for special projects related to site leasing. Compensation for special projects would be established based on the requested scope of work.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Cost Proposal

MCWA intends to authorize Task 2.1.1 - Review Existing Leases and Reset Fair Market Value on the basis of a “success fee structure”, whereby the Consultant’s fee shall be based solely upon the increase in lease payment revenues realized. The Cost Proposal must clearly delineate the proposed terms.

The selected firm, or firms, will be requested to provide the services included in the remaining tasks on an as needed basis with individual task authorizations (work orders) established under a Master Professional Services Agreement. The cost for each such assignment 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. These rates shall be presented for work potentially performed in the first year of the Agreement beginning on the Effective Date. Hourly rates may be increased in subsequent years at a rate not to exceed the CPI-U for labor.

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 “Cellular Installation Support Services - **QUALIFICATIONS**” or “Cellular Installation 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 August 21, 2026.**

Attn: Tim Stevens, 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 “Cellular Installation Support Services - **Qualifications**” and “Cellular Installation 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. Include the following information for each client:
 - a. Name and address of the client;
 - b. Name and telephone number of contact person;
 - c. Summary of the services provided.

3.7 Organization of Price Proposal

- A. Cost Proposal:** Provide clear definition of the proposed terms for the work to be completed on a "success fee structure" and provide hourly rates for each probable job classification and present their proposed mark-up for out-of-pocket expenses. These rates shall be presented for work potentially performed in the first year of the Agreement beginning on the Effective Date. Hourly rates may be increased in subsequent years at a rate not to exceed the CPI-U for labor.
- B. Procurement Certification:** Attached a fully executed Disclosure Statement and Affirmation / Certification of compliance with NYS Finance Law (pages 15 and 16 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	50%
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. The Contract will be valid for a term of 5 years. MCWA anticipates awarding the Contract on or about **September 10, 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.

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 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.**

4.14 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 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.

4.15 Term

This Agreement shall commence upon execution by the parties and shall terminate five years from the effective date of the Agreement.

**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: _____

(Add additional pages as necessary.)

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: _____