

**REQUEST FOR
QUALIFICATIONS AND PROPOSAL**

**Monroe County
Water Authority**



**Fluoride Chemical Systems
Improvements**

July 12, 2023

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 Fee Proposals (together referred to as “Proposal”) from consultants for professional engineering services for the evaluation, design, and construction administration of improvements to the fluoride chemical storage and feed systems located at the Shoremont Water Treatment Plant (WTP) and Webster WTP. 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 Fee 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. **It is required that the Statement of Qualifications and the Fee Proposal be submitted in separate documents and in separately sealed envelopes.**

1.2 RFQ/P Procurement Officer

Pursuant to State Finance Law §§ 139-j and 139-k, this 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 Shoremont WTP (4799 Dewey Avenue, Rochester) on Wednesday, July 26, 2023 at 9:00 a.m. As this is a secure facility, anyone intending on entering the facility must be pre-registered by contacting Brad Smith at 442-2000 or at Brad.Smith@mcwa.com. A photo ID (driver’s license or approved equal) must be presented upon arrival at the Shoremont WTP. A site visit will be conducted at the Webster WTP (593 Basket Road, Webster) following

completion of the pre-proposal meeting and site visit at the Shoremont WTP.

1.5 Time Line

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

- Pre-proposal meeting and site visit: July 26, 2023.
- 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 3:00 p.m. EST on August 2, 2023.
- 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 August 8, 2023.
- Proposal submissions must be received by **3:30 p.m. EST on August 16, 2023** at the address shown in Section 3.1.
- Selection of the Consultant and Notice of Award: by September 15, 2023.
- Draft Engineering Report submitted on or before: November 13, 2023.
- Final Engineering Report submitted on or before: December 18, 2023.

1.6 Overview of the Organization

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

It was created by State legislation in 1950 to solve the water supply needs of this community. In 1959 the Authority assumed the assets of the private, New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County's inner ring towns and portions of the City of Rochester. As surrounding towns and villages faced new water supply challenges, the Authority's service area has steadily grown. Today, we serve over 189,600 customers in every town and village in Monroe County plus towns, villages and other water authorities in each of the five adjacent counties. The average daily demand is approximately 60 million gallons per day (mgd).

The finished water produced and supplied by the Shoremont and Webster water treatment plants serves approximately 786,000 people on a combined retail and wholesale basis.

The MCWA system infrastructure includes its main operations center, meter shop, three water treatment plants, 48 remote pumping stations; 54 tanks and 2 storage reservoirs; and over 3,435 miles of transmission and distribution water mains.

For additional information on MCWA, go to www.mcwa.com

1.7 Existing Conditions

The Authority's Shoremont and Webster WTPs utilize a similar direct filtration treatment process to treat Lake Ontario source water. Fluoridation of the treated water

is accomplished by dosing hydrofluosilicic acid solution (fluoride) using carrier water to the filtered effluent. The average fluoride concentration in the finished water is approximately 0.7 parts per million (ppm).

Implementation of upgrades is needed to replace aging equipment and to improve system operation, control, reliability, and redundancy.

Shoremont WTP

The Shoremont WTP, located in the Town of Greece, was originally placed into service in 1963 and included fluoride treatment as approved by the New York State Department of Health (NYSDOH). Shoremont WTP expansions were constructed and placed into service approximately in 1973 and 1983. It has a rated capacity to produce up to 140 mgd through three nearly identical treatment trains identified as East, West I, and West II. Fluoride is injected into the filtered water from each treatment train prior to entry into a baffled 3.6 million gallon clear well.

The existing fluoride storage and feed system consists of one 5,400 gallon lined steel bulk storage tank, one 215 gallon high density polyethylene (HDPE) day tank, one transfer pump, two feed pumps, one 125 gallon HDPE overflow tank, and associated piping and controls. The system is housed in a separate room with ventilation. Fluoride dosage is manually adjusted based on flow to achieve desired concentrations. The system does not include continuous on-line fluoride concentration monitoring equipment.

The majority of system components are over 20 years old, with some dating back to the original 1963 construction including the steel bulk storage tank. (Available records of the existing bulk storage tank and other system components are limited.)

Webster WTP

The Webster WTP, located in the Town of Webster, was placed into service in 2013 and included fluoride treatment as approved by the NYSDOH. The Webster WTP has a rated capacity to produce up to 50 mgd. Fluoride is injected into the filtered water at two locations (Filter Nos. 1 – 3 effluent and Filter Nos. 4 – 6 effluent) prior to entry into a combined 3.5 million gallon contact tank and clear well.

The existing fluoride system consists of one 5,000 gallon lined steel bulk storage tank, one 200 gallon HDPE day tank, one 100 gallon HDPE overflow tank, two transfer pumps, two feed pumps, and associated piping and controls. The system is housed in a separate room with ventilation.

1.8 Funding

The Authority has received a grant from the NYSDOH through the Drinking Water Fluoridation program for this Project. The Authority will be responsible for all required coordination with the NYSDOH related to the grant funding program for this Project. Consultant shall provide assistance as necessary.

SECTION 2 –SCOPE OF WORK

2.1 Scope of Work - 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 format. 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 from the Consultant as appropriate.

2.2 Task 1: Project Initiation

Under this task, the Consultant shall 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; conduct initial site visits to the Shoremont and Webster WTPs; and present other similar topics as applicable. Prior to the meeting, the Consultant shall submit a request for record documents and other available information as necessary to complete the work.

2.3 Task 2: Evaluation and Engineering Report

Under this task, the Consultant shall conduct a detailed evaluation of the fluoride chemical systems at the Shoremont and Webster WTPs and prepare an Engineering Report that includes a basis of design for the recommended improvements. Specific items to be completed under this task are presented below.

1. Conduct site visits as required to evaluate the condition of all system equipment and components including process, piping, mechanical, heating, ventilating, electrical, instrumentation, control, architectural, structural, containment areas, and other appurtenances.
2. Assess the system's conformance with current and likely future regulations, design standards, and industry best-practices.
3. Identify any near-term, high priority improvements that should be addressed prior to implementation of long-term improvements.
4. Conduct an inspection of the interior and exterior of the steel chemical bulk storage tanks to assess the condition and integrity of the tanks including walls, lining, and welds. Conduct non-destructive testing as necessary to assess tank wall thickness, condition of welds, and other features. Authority personnel will drain, neutralize, and wash out the interior of the bulk storage tanks to allow access. Inspection shall be conducted by certified personnel in accordance with

Steel Tank Institute SP-001 Standard for the Inspection of Aboveground Storage Tanks.

5. Develop a projection of the remaining useful life of the bulk storage tanks; day storage tanks; transfer pumps; metering pumps; piping/valves; and other system components.
6. Develop recommendations for improvements.
7. Review with Authority implementation mechanisms and other considerations for completing the recommended improvements including the feasibility of maintaining operation of the storage and feed system during construction. It is anticipated that a portion of the construction activities will be performed by Authority personnel.
8. Prepare an Engineering Report that includes the following, at a minimum:
 - a. Results of all evaluations and inspections conducted including alternatives analyzed;
 - b. Projection of remaining useful life of system components;
 - c. Recommendations for improvements;
 - d. Proposed basis of design for the preferred improvements;
 - e. Necessary calculations, plans, and sketches;
 - f. Opinion of probable project costs; and
 - g. Updated project schedule through construction of improvements.

Engineering Report format shall be suitable for submission to the NYSDOH as part of the grant funding for the Project.

2.4 Task 3: Final Design Phase

The Consultant's detailed scope of services for final design will be determined prior to initiating Task 3 - Final Design and will be based on the recommendations presented in the final Engineering Report completed under Task 2 – Evaluation and Engineering Report. For the purposes of preparing the Fee Proposal, the Consultant is requested to provide hourly labor rates for Task 3 – Final Design Phase for 2024.

Under this task the Consultant shall prepare a final design of the preferred improvements as presented in the final Engineering Report, including preparation of bidding documents (drawings and project manual) suitable for competitively bidding the Project. Design drawings and specifications shall be included in the bidding documents with sufficient detail to establish the technical requirements of the Project.

Included in this task is the preparation of Permits, including all requisite supporting documentation for the Project. Permits shall include those required by Federal, State and Local regulations. Final plans shall be submitted to NYSDOH for review and approval. Prior to contacting any administrative regulatory agency or entity, the Consultant will obtain Authority approval.

2.5 Task 4: Bid Phase

The Consultant's detailed scope of services for the bid phase will be determined prior to initiating Task 4 – Bid Phase. For the purposes of preparing the Fee Proposal, the Consultant is requested to provide hourly labor rates for Task 4 – Bid Phase for 2024.

Under this task, the Consultant shall furnish the Authority with up to twenty sets of bidding documents (full-size drawings and project manuals), for the purpose of issuing to prospective bidders. The Consultant shall prepare and distribute addenda to all holders of bid documents for interpretation and clarification of the bidding documents as required.

2.6 Task 5: Construction Phase

The Consultant's detailed scope of services for the construction phase will be determined prior to initiating Task 5 – Construction Phase. For the purposes of preparing the Fee Proposal, the Consultant is requested to provide hourly labor rates for Task 5 – Construction Phase for 2024.

Under this task, 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 additional construction administration tasks.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposer's Statement of Qualifications and Proposal

- A. Separate Submittals:** Proposer shall submit two separate and distinct submittals: a) Statement of Qualifications and b) Fee Proposal. They are to be submitted in two separately sealed and appropriately labeled envelopes.
- B. 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. Requests for extension of the submission time or date will not be granted.

All Proposals must be received in a sealed envelope clearly labeled "Statement of Qualifications and Fee Proposal" and marked with the Project Name, due date, and time. Proposals submitted via delivery service (such as FedEx or UPS) must be addressed to "Chris LaManna, P.E. – Proposal" with instructions to **Deliver to Bid Box located at Employee Entrance, Door #19**. (Proposers submitting via delivery service have sole responsibility to call the Procurement Officer and confirm receipt of the document). **U.S. Postal Service mail delivery is NOT an acceptable means for delivery to this location. Proposals submitted via US Postal Service will be returned unopened.**

Attn: Chris J. LaManna, P.E.
Fluoride Chemical Systems Improvements – Statement of
Qualifications and Fee Proposal
475 Norris Drive
Rochester, New York 14610

There will be no public opening of the Proposals.

C. Required Copies: Proposers must submit one (1) signed original and three (3) copies each of the Statement of Qualifications and Fee Proposal. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign fee proposals.

D. 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.

E. Public Disclosure: The Proposer acknowledges that all materials not marked confidential or proprietary, shall be subject to public disclosure as may be required per applicable regulations or laws.

3.2 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. As per NYS Finance Law, 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

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 make sure 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 and Fee Proposal. 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. Describe a minimum of three engagements of similar scope that best demonstrate the company's (and sub-consultants as appropriate) qualifications to undertake all aspects of the work.

B. Project Team: Provide a description of the project team's organization and roles. List the specific project team members, including resumes. Please note the Authority places great importance on the individual team members.

Those proposed should be available if selected. If in doubt, listing “alternatives” is acceptable.

- C. Project Approach and Scope of Services.** Describe in detail your approach to executing and managing the Project, including how your corporate philosophy is translated into planning, implementation, coordination and control mechanisms. Provide a proposed scope of services for completing the required tasks.
- D. Project Schedule.** Provide a proposed schedule for completion of the work through completion of Task 2 - Evaluation and Engineering Report.
- 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. 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.
- G. Procurement Form:** Include the procurement disclosure form contained in Section 4.

3.5 Fee Proposal

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

At this time, the Authority is requesting fee proposals for Task 1 – Project Initiation and Task 2 – Evaluation and Engineering Report. As presented in Section 2, provide proposed hourly labor rates only for Task 3 – Final Design Phase, Task 4 – Bid Phase, and Task 5 – Construction Phase.

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 Statements of Qualifications shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be executed. Evaluation of the Statements of Qualifications 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 of the Firm and Project Team	40%
Proposed Approach and Scope of Services	40%
Value Added Services/Benefits	5%
References	5%
Proximity of key staff	10%

C. Fee Proposal: Following its review of the Statement of Qualifications, the Authority's evaluation committee will review the Fee Proposal from the firm, or firms, that the Authority, in its sole discretion, determines to be the most qualified.

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

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, to award a contract or to procure or contract for services. The proposals submitted in response to this request become the property of the Authority. If it is in its best interest to do so, the Authority reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Proposers. The Proposer selected will be chosen on the basis of greatest benefit to the Authority as determined by the evaluation committee.
- B. Negotiate contracts with the selected Proposers.
- C. Award a contract to more than one Proposer.

4.2 Contract Negotiation

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

4.3 Acceptance of Proposal Content

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

4.4 Prime Responsibilities

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

4.5 Property Rights

For purposes of this RFQ and for the contract, the term "Work" is defined as all data, records, files, information, work products, discs developed, produced or generated in connection with the services to be provided by the Proposer. The Authority and the Proposer intend the contract to be a contract for services, and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Proposer to be a work made for hire. In submitting a proposal in response to this RFQ, the Proposer acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the Authority.

The Proposer and the Proposer's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services, or any other property of the Authority. Any property or Work not specifically included in the Contract as property of the Proposer shall constitute property of the Authority.

In addition to compliance with the right to audit provisions of the contract, the Proposer must deliver to the Authority, no later than twenty-four (24) hours after receipt of the Authority's written request for same, all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Proposer's failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the Authority, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the Authority.

The Proposer will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the Authority.

4.6 Contract Payment

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

4.7 Notification of Proposer Selection

All proposers who submit proposals in response to this RFQ will be notified by the RFQ Procurement Officer of acceptance or rejection of their proposal.

4.8 Confidential Relationship

During the course of this Project, the Authority may communicate information to the Consultant or its employees, or the Consultant or its employees or agents may learn of, or acquire, certain information of the Authority in order to enable the Consultant to effectively propose on, and ultimately perform, the Work. The Consultant and its employees and agents shall treat all such information as confidential, whether or not so labeled or identified, and shall not disclose any part thereof without the written consent of the Authority. The Consultant shall limit the use and circulation of such information even within the Consultant's organization, to the extent necessary to perform the Work. These obligations shall not apply to any information which (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of the Consultant or its employees or agents, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of the Consultant or its employees without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to the Consultant or its employees by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

4.9 Incurring Costs

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

4.10 Material Submitted

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

The Authority reserves the right to ownership, without limitation, of all proposals submitted. However, because the Authority could be required to disclose proposals under the New York Freedom of Information Law, the Authority will, to the extent permitted by law, seek to protect the Proposer's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, the Authority will deny public access to Proposer's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Proposer's competitive position, provided the Proposer identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Proposer's competitive position.

4.11 Indemnification

The successful Proposer shall defend, indemnify and save harmless the Authority, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the Authority which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Proposer, its agents or employees, the provision of any products by the Proposer, its agents or employees, arising from any act, omission or negligence of the Proposer, its agents or employees, or arising from any breach or default by the Proposer, its agents or employees under the Agreement resulting from this RFQ. Nothing herein is intended to relieve the Authority from its own negligence or misfeasance or to assume any such liability for the Authority by the Proposer.

4.12 Insurance Requirements

The successful Proposer shall procure and maintain at their own expense until final completion of the Work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the contract whether performed by the Proposer or by their subcontractors.

The successful Proposer shall furnish to the Authority a certificate or certificates of insurance in a form satisfactory to the Authority's Attorney showing that they have complied with all insurance requirements set forth in the contract for services, and certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Authority. Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKER'S COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Proposer in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by him or by his subcontractors. The contract shall

be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.

- B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the Proposer naming the Authority as an additional insured, and covering liability with respect to all work performed by him under the contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:
- Comprehensive Form
 - Premises-Operations
 - Products/Completed Operations
 - Contractual Insurance Covering the Hold Harmless Provision
 - Broad Form Property Damage
 - Independent Proposers
 - Personal Injury
- C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Proposer and covering the liability for damages imposed by law upon the said Proposer for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the contract.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Proposer with minimum limits of \$2,000,000 per occurrence.
- E. MOTOR VEHICLE INSURANCE issued to the Proposer and covering liability and property damage on the Proposer's vehicles in the amount of \$1,000,000 per occurrence.

4.13 Proposal Certification

The Proposer must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the Authority must be borne by the Proposer. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Proposer.

4.14 Procurement Policy

Pursuant to State Finance Law §§ 139-j and 139-k, this Request for Qualifications includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and Bidder/Offerer during the procurement process. A Bidder/Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Process by the Authority to other than the Authority's Procurement Officers, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). The Authority's Procurement Officers for this Governmental Procurement, as of the date hereof, are identified herein. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Bidder/Offerer is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officers.

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Offerer in accordance with State Finance Law § 139-k(5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Bidder/Offerer in accordance with the written notice terms of this contract.

**OFFERER/BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION
AND AFFIRMATION/CERTIFICATION IN ACCORDANCE WITH NYS FINANCE LAW §§ 139-J
AND 139-K**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Circle one):

Yes No

If yes, answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

(Circle one):

Yes No

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

(Circle one):

Yes No

4. If you answered yes to any of the above questions, provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Circle one):

Yes No

6. If yes, provide details below:

Governmental Entity: _____

Date of Termination: _____

Basis of Determination or Withholding: _____

(Add additional pages as necessary.)

By signing below, Bidder/Offerer affirms that it understands and agrees to comply with the MCWA Water Authority's Procurement Disclosure Policy, Code of Ethics Policy and Conflict of Interest Policy as required by State Finance Law § 139-j(3) and § 139-j(6)(b) and certifies that all information provided to the Monroe County Water Authority with respect to State Finance Law § 139-k and § 139-j is complete, true and accurate.

By: _____

Date: _____
(Signature of Person Certifying)

Print Name: _____

Print Title: _____

Bidder/Offerer Name: _____
(Company Name)

Bidder/Offerer Address: _____

Bidder/Offerer Phone Number: _____