

# **REQUEST FOR QUALIFICATIONS**

# **Monroe County Water Authority**



## **Cellular Antenna Installation - Support Services**

November 2020

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

Eng. File - 20-024



## **SECTION 1 - INVITATION TO PARTICIPATE**

### **1.1 Purpose**

Monroe County Water Authority (the "Water Authority") is soliciting qualifications 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 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 evaluation process

### **1.2 RFQ Procurement Officer**

Pursuant to State Finance Law §139-j and 139-k, this Request for Qualifications includes and imposes certain restrictions on communications between a Governmental Entity (the Water Authority) and Bidder/Offerer during the procurement process. The RFQ Procurement Officer identified below is the sole point of contact regarding this RFQ from the date of issuance until the selection of the successful Proposers.

Stephen M. Savage, PE  
Phone: (585)442-2000, ext. 410  
Email: [steve.savage@mcwa.com](mailto:steve.savage@mcwa.com)

### **1.3 Presentation and Clarification of MCWA's Rights and Intentions**

The Water 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 Water 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 Water 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 if it is in the best interest of the Water 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 (and if it is in the best interest of the Water Authority to do so).

### **1.4 Time Line**

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

- ◆ All requests for RFQ clarification must be submitted, in writing, to the RFQ Procurement Officer at the email address provided in Section 1 and received no later than 3:00 PM EST on **November 9, 2020**.

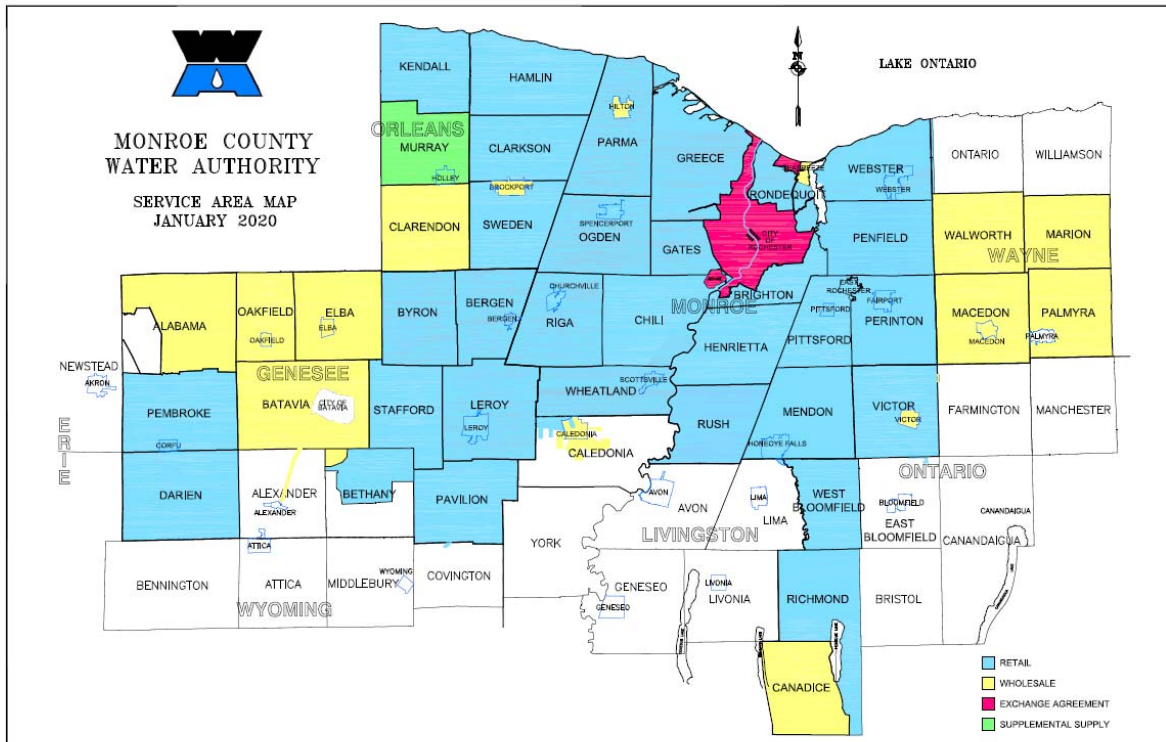
- ◆ As deemed appropriate, questions will be answered and documented, in writing, as an Addendum to the RFQ. These will be sent out to all Proposers who received the original RFQ on or about **November 13, 2020**.
  
- ◆ Qualifications and Proposals must be received by 2:30 p.m. on **November 20, 2020** at the address shown in Section 3.2.
  
- ◆ 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**

The Water 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 Water Authority assumed the assets of the private, New York Water Service Corporation, 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, our service area has steadily grown. Today, we serve over 186,000 customers in every town and village in Monroe County 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; 48 remote pumping stations; 49 water storage tanks and 2 storage reservoirs; and over 3,380 miles of transmission and distribution water mains. Additional information about the Water Authority is available at [www.mcwa.com](http://www.mcwa.com).



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.

**Cellular Leases**

| <b>Cellular Carrier</b>   | <b>Site No.</b> | <b>Site Name</b>   | <b>On Tank or Stand Alone Tower</b>   | <b>Lease Expires</b> | <b>Lease Holder</b> |
|---|-----------------|--------------------|---------------------------------------|----------------------|---------------------|
| <b>AT&amp;T (Merged w/Cingular)</b><br><br>Village controls the lease | NY-217-03       | Harek Road Tank    | Stand Alone Tower                     | May 2029             | Water Authority     |
|   | 379P6339        | Middle Road Tank   | On Tank                               | Sep 2030             | Water Authority     |
|   | 379P6321        | Harris Hill Tank   | On Tank                               | Sep 2030             | Water Authority     |
|   | 1               | Churchville Tank   | On Tank                               | Nov 2018             | Churchville (V)     |
|   | 6334            | Hilton Tank        | On Tank                               | Sep 2037             | Water Authority     |
|   | R04002          | High Street Tank   | Stand Alone Tower                     | Feb 2030             | Victor (T)          |
| <b>Clear Wireless</b>   | ROC 081         | Harris Hill Tank   | Stand Alone Tower                     | May 2031             | Water Authority     |
|   | ROC 124         | Eastview Tank      | Stand Alone Tower on adjoining Parcel |                      | Victor (T)          |
| <b>Sprint (merged w/Nextel)</b>                                       | BU04XC120       | Boughton Hill Tank | On Tank                               | Oct 2020             | Victor (T)          |
|   | BU33XC070       | Harris Hill Tank   | Stand Alone Tower                     | Nov 2023             | Water Authority     |
|   | BU04XC024       | North Ave Tank     | On Tank                               | Nov 2021             | LeRoy (V)           |
|   | BU04XC015       | High Street Tank   | Stand Alone Tower                     | Apr 2021             | Victor (T)          |
| <b>T-Mobile</b><br><br>Village controls the lease<br><b>Sublease</b>  | 3MOR250C        | Harris Hill Tank   | On Tank                               | Sep 2031             | Water Authority     |
|   | 3MOR001E        | West Brighton Tank | On Tank                               | Apr 2026             | Water Authority     |
|   | 3MOR056A        | Hilton Tank        | On Tank                               | Jun 2027             | Water Authority     |
|   | 3MOR-069        | Churchville Tank   | On Tank                               | Jan 2016             | Churchville (V)     |
|   | NY 217          | Harek Road Tank    | Stand Alone Tower                     | Sep 2025             | Water Authority     |
| <b>Verizon Wireless</b>   | 6034 & 6134     | Victor Tank        | Stand Alone Tower                     |                      | Victor (T)          |
|   | 1099            | North Ave Tank     | On Tank                               | May 2031             | Le Roy (V)          |
|   | 6053            | Spencerport Tank   | On Tank                               | Jun 2022             | Spencerport         |
|   | 6153            | Boughton Hill Tank | On Tank                               | Jul 2020             | Victor (T)          |
|   | NYROC764        | West Brighton Tank | On Tank                               | Jul 2033             | WA & Brighton       |
|   | 706             | High Street Tank   | On Tank                               | Oct 2030             | Victor (T)          |
|   | 4347            | Churchville Tank   | On Tank                               | Apr 2033             | Water Authority     |
|   | NYROC710        | South Ave Tank     | On 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 Water Authority'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 Water Authority's objectives.

#### **Task 2.1.2 New Lease Negotiations**

The Water Authority 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, the Water Authority 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**

The Water Authority 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. 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 "Proposals" and marked with the Project Name, 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 via delivery service have sole responsibility to call the Procurement Officer and confirm receipt of the document) **Bids submitted via US Postal Service will be returned, unopened.**

The Statement of Qualifications must be received at the address below on or before 2:30 p.m. on **November 20, 2020**.

**Cellular Antenna Lease Support Services - Proposal  
Attn: Stephen M. Savage, 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 (1) signed original Qualifications Statement and three (3) copies. They should be clearly marked as “Cellular Antenna Lease Support Services”. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign proposals.

### **3.3 Response Date**

To be considered, sealed Qualifications Statements must arrive on or before the location, time and date specified in Section 3.2 A. 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** pursuant to instructions in Section 1 of this Request for Proposals. Questions and answers will be provided to all Proposers who have received RFQ’s and must be acknowledged in the RFQ response. No contact will be allowed between the Proposer and any other member of the Water Authority with regard to this RFQ during the RFQ process, unless specifically authorized in writing by the Procurement Officer. Prohibited contact may be grounds for Proposer disqualification.

### **3.5 Addenda to the RFQ**

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

### **3.6 Organization of Qualifications and Proposal Statements**

This section outlines the information that must be included in your Qualifications and Proposal Statement. 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, and any subconsultants.
- B. 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.
- C. 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.
- D. 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.
  
- E. 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.
  
- F. Procurement Certification:** Attached a fully executed Disclosure Statement and Affirmation / Certification of compliance with NYS Finance Law (pages 15 and 16 of this RFQ).

### **3.7 Method of Evaluation**

- A. Evaluation Committee:** Selected Water Authority personnel will form the evaluation committee for this RFQ. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFQ and make a recommendation for award.
  
- B. Evaluation and Selection Criteria:** All properly prepared and submitted Qualifications Statements shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be executed. Evaluation of the 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 will be evaluated according to the following criteria:
  - ◆ Qualifications of the firm and team members
  - ◆ Approach to the contract
  - ◆ References
  - ◆ Cost
  
- C. Contract Approval Process:** Proposers must be aware that any contract resulting from this request for qualifications is subject to prior approval by the Water Authority Board of Directors.

### **3.8 Oral Presentation**

Proposers who submit a proposal may also be required to make an oral presentation of their proposal to 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, the Water Authority is under no obligation to offer any Proposer the opportunity to make such a presentation.

### **3.9 Investigations**

The Water 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 Water 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 Water 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.

## **SECTION 4 - GENERAL INFORMATION FOR THE PROPOSER**

### **4.1 Reservation of Rights**

The Water 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 Water Authority. The Water 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 Water Authority. If it is in its best interest to do so, the Water 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 Water Authority as determined by an 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 Water Authority, price and other factors considered. The Water 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 Water 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 Water 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 Water 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 Water 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 Water Authority. Any property or Work not specifically included in the Contract as property of the Proposer shall constitute property of the Water Authority.

In addition to compliance with the right to audit provisions of the contract, the Proposer must deliver to the Water Authority, no later than twenty-four (24) hours after receipt of the Water 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 Water Authority'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 the Water 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 Water Authority.

#### **4.6 Contract Payment**

Actual terms of payment will be the result of agreements reached between the Water 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 Water 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 Water 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 Water 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 Water 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 Water Authority upon submission of the Proposer's proposal to the Water Authority without any obligation or liability by the Water Authority to the Proposer. The Water Authority has the right to use any or all ideas presented by a Proposer.

The Water Authority reserves the right to ownership, without limitation, of all proposals submitted. However, because the Water Authority could be required to disclose proposals under the New York Freedom of Information Law, the Water 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 Water 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 Water 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 Water 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 Water Authority from its own negligence or misfeasance or to assume any such liability for the Water 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 Water Authority a certificate or certificates of insurance in a form satisfactory to Water Authority'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 the Water 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 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 the Water 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 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.



**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: \_\_\_\_\_

Bidder/Offerer Name: \_\_\_\_\_

(Company Name)

Bidder/Offerer Address: \_\_\_\_\_

Bidder/Offerer Phone Number: \_\_\_\_\_