



TOWN OF ONEONTA, NEW YORK

REQUEST FOR PROPOSALS

Woodland Water District Needs Analysis

Engineering Evaluation and Diagnostic Study

Issuing Agency:	Town of Oneonta, New York
Proposal Due Date:	September 3, 2026
Anticipated Contract Award:	September 9, 2026
Final Deliverables Due:	December 18, 2026
Submit Proposals To:	Ryan Pereira – Town Clerk 3966 State Highway 23 PO Box A West Oneonta, NY 13820

Table of Contents

1. Introduction and Background	3
1.1 Existing System Description.....	3
2. Project Description	4
3. Scope of Services.....	4
3.1 System Evaluation	4
3.2 Hydraulic Analysis	4
3.3 Findings and Recommendations	4
4. Anticipated Schedule	5
5. Proposal Submission Requirements.....	6
5.1 Submission Format	6
6. Evaluation Criteria.....	7
6.1 Review of Proposals for Responsiveness and Proposers for Responsibility.....	7
6.2 Evaluation of Proposals	7
6.3 Award Process	8
7. General Conditions	9
7.1 Acceptance of Contract Terms	9
7.2 Clarifications, Explanations, Modifications, and Questions	9
7.3 Execution of Contract.....	10
7.4 Freedom of Information Law (FOIL) and Proprietary/Confidential Information.....	10
7.5 Restrictions on Contacts During the Procurement Process.....	10
7.6 Insurance Requirements.....	11
7.7 Modification, Validity and Withdrawal of Submissions.....	11
7.7.1 Modification of Vendor Submission.....	11
7.7.2 Validity of Submissions.....	11
7.7.3 Withdrawal of Submission.....	11
7.8 Ownership and Cost of Proposal Development	11
7.9 Silence of Specifications.....	11
7.10 Secondary Contact	11
8. Questions and Contact	13
Appendix A: Woodland Water District Record Drawing (Plan W-2)	14
Appendix B: Insurance Requirements	15
Appendix C: Required Forms to be Submitted.....	17
Bidder/Proposer Questionnaire.....	18
Federal Certification Regarding Lobbying	22
Government-Wide Debarment and Suspension Certification.....	23

1. Introduction and Background

The Town of Oneonta (the “Town”) is soliciting proposals from qualified engineering consulting firms to evaluate the existing water distribution infrastructure within the Woodland Water District and to propose a solution to restore the system to reliable operation.

The Town operates the Woodland Water District which was recently connected to the newly defined Southside Water District in 2023, serving approximately 219 service connections within the Town. Prior to the connection to the Southside Water District, the Woodland District operated properly, albeit requiring upgrades due to aging infrastructure. After the connection to Southside in 2023, the Woodland Water District began experiencing operational deficiencies that this engagement is intended to diagnose and address.

In previous years, the Town completed partial upgrades to this portion of the distribution system, including construction of two new 150-foot-deep wells and well housing at the end of Youngs Road in Fortin Park, and decommissioning of an existing water storage tank that had fallen into disrepair. Despite these improvements, several end users within the district are currently experiencing brown, discolored water, rendering the system unreliable for its intended use.

The Town intends to use the results of this evaluation to define and scope a separate, subsequent contract for design and construction of the recommended solution. This RFP is limited to the evaluation and diagnostic phase of the project; implementation of any proposed solution will be procured under a separate agreement.

1.1 Existing System Description

The Woodland Water District serves the Angel Heights and Morningside Heights subdivisions, along with the proposed Woods Edge area, generally located along County Route 47, Hemlock Road, Blackberry Drive, Woodland Drive, Valley Street, and Morningside Road. With recent upgrades to the system, the water supply for the district is provided by two new wells located at the end of Fortin Park on Youngs Road. Two existing wells (Well No. 1 and Well No. 2) located at the end of Woodland Drive and an associated pump house located off Valley Street are maintained for emergency backup use only.

Based on the Town's available record drawing (“Plan W-2,” prepared by Hawk Engineering, P.C., dated May 1990, with subsequent amendments), the distribution system consists primarily of 6-inch and 8-inch PVC water main serving the Angel Heights subdivision (Angel Drive, Central Drive, Ridge Drive, and Park Drive), and 6-inch, 8-inch, and 10-inch asbestos cement pipe (ACP) serving the transmission main along County Route 47/Hemlock Road and the Morningside Heights subdivision (Blackberry Drive, Middle Court, Woodland Drive, and Morningside Road). The water storage tank has since been decommissioned. Fire hydrants, shutoff valves, and blow-off assemblies are also shown on the record drawing.

This description is provided for general reference only and reflects conditions shown on a record drawing that predates several subsequent system modifications, including the well house and storage tank improvements described above. The selected consultant shall field-verify all pipe materials, sizes, configurations, and appurtenances as part of the evaluation, as actual conditions may differ from those shown on the historical record drawing. A copy of the record drawing is included as Appendix A for reference.

The Consultant will be provided with all available information including design documentation for the Southside Water District, tie-in documentation to the Woodland Water District, and Existing drawing documentation for the Woodland Water District. The Consultant shall assume field investigation will need to be completed as part of their scope, aside from the drawings that are available as the available documentation is incomplete.

2. Project Description

The selected consultant will be responsible for a comprehensive evaluation of the existing Woodland Water District distribution system to identify the cause(s) of the current water quality and performance issues, and to develop a recommended course of action to be implemented under a separate contract.

3. Scope of Services

At a minimum, the selected consultant's scope of work shall include the following tasks. Respondents may propose additional tasks or refinements believed necessary to fully accomplish the project's objectives.

3.1 System Evaluation

- Review of available record drawings, as-built information, and prior improvement records, including documentation of the new well house and the decommissioned storage tank.
- Field investigation of the existing distribution system, including pipe materials, age, condition, and configuration.
- Investigation and root-cause analysis of the reported brown water conditions affecting end users within the district.
- Review of water quality data, including any Town or NYSDOH sampling records relevant to the district.
- Testing of the system including the existing storage tank, wells, distribution system, etc.
- Acquiring all necessary information required to properly develop the hydraulic analysis noted below.

3.2 Hydraulic Analysis

- Development of a full hydraulic model of the existing Woodland Water District distribution system.
- Evaluation of system pressures, flow velocities, fire flow availability, and water age/residence time under current operating conditions.
- Identification of hydraulic deficiencies contributing to water quality and performance issues, including areas of low flow, dead-end mains, or inadequate looping.
- Delivery to the Town of the complete hydraulic model file(s), input data, calculations, and output/results generated during the analysis, in a format usable by Town staff, for the Town's records and future use. This hydraulic model will be shared with the Town and the consultant will be required to demonstrate to the Town the accuracy of the model utilized.

3.3 Findings and Recommendations

- A written evaluation report summarizing findings, including probable cause(s) of system deficiencies.
- Development and evaluation of alternative solutions to restore reliable system operation and acceptable water quality.
- A recommended solution, including a preliminary opinion of probable construction cost, to be advanced under a separate design and construction contract.
- Provide a schematic level document of the proposed solution (i.e., schematic plans and diagrams).
- Presentation of findings and recommendations to the Town Board and/or Town staff, as requested.

4. Anticipated Schedule

The Town anticipates the following schedule for this engagement. Dates are subject to change at the Town's discretion.

<u>Milestone</u>	<u>Date</u>
RFP Issued	August 18, 2026
Deadline for Questions	August 28, 2026, 2:00 PM
Proposals Due	September 3, 2026, 2:00 PM
Consultant Selection / Contract Award	September 9, 2026
Notice to Proceed	September 10, 2026
Final Deliverables Due	December 18, 2026

5. Proposal Submission Requirements

Proposals must be organized in the following order and include, at a minimum, each of the sections described below. Proposals that do not include all required elements may be deemed non-responsive at the Town's discretion.

1. Cover Letter – Identifying the firm, primary contact, and a signed statement of intent to perform the work described in this RFP. The cover letter shall include the Procurement Name and Number, name of the Vendor, address, telephone number, e-mail address, and date.
2. Project Understanding – A narrative demonstrating the firm's understanding of the Woodland Water District's existing conditions and the objectives of this evaluation.
3. Project Approach – A description of the proposed technical approach and methodology to accomplish the work, including the hydraulic modeling approach.
4. Scope of Services – The respondent's proposed scope of services, addressing each task identified in Section 3, and any additional tasks recommended by the firm.
5. Relevant Experience – A list of similar projects completed by the firm, including project descriptions, references, and the role of key staff proposed for this project. Additionally, the following shall be provided:
 - Firm Overview/Profile
 - Brief summary of the vendor, size and structure, number of full-time and part-time employees.
 - Identify the number of years that the vendor has been providing the Deliverables in this Solicitation and capabilities shall be described.
 - Overview of proposed Subcontractors and their relevant experience.
 - Client References
6. Project Team – An organizational chart identifying all key personnel and stakeholders proposed for the project, including subconsultants, and each individual's role and relevant qualifications.
7. Project Schedule – A detailed schedule identifying major milestones and deliverables consistent with, or improving upon, the timeline in Section 4.
8. Cost Proposal – A detailed cost proposal broken down by major task, consistent with the scope of services in Section 3, including hourly rates and estimated hours for key personnel.

5.1 Submission Format

Respondents shall submit one (1) USB flash drive containing an electronic copy of the complete proposal, along with three (3) hard copies of the complete proposal. All materials shall be submitted together in a single sealed envelope or package, labeled on the outside with the firm's name and the project name, “Woodland Water District Needs Analysis – Request for Proposals.” Additionally, provide the name of the Vendor, address, telephone number, e-mail address, and date. The following forms must be included, located in Appendix C of this document:

- Bidder/Proposer Questionnaire
- Federal Certification Regarding Lobbying
- Government-Wide Debarment and Suspension Certification

6. Evaluation Criteria

Proposals will be evaluated by the Town based on the following criteria. The Town reserves the right to request interviews or additional information from any respondent prior to final selection, and to reject any or all proposals.

<u>Criterion</u>	<u>Weight</u>
Experience of the firm and proposed project team related to this project type	60%
Proposed fee	20%
Project approach	20%

6.1 Review of Proposals for Responsiveness and Proposers for Responsibility

- A. Each Vendor Submission will be reviewed to determine if it is responsive. Vendors are cautioned that failure to submit any of the required information may result in the Vendor Submission being declared non-responsive and therefore disqualified.
- B. The Town of Oneonta reserves the right to request samples of Deliverables to ensure they meet the specifications of this Solicitation.
 - a. Pursuant to State and Federal requirements, the Town of Oneonta shall only award to Vendors that the Town of Oneonta determines are responsible. In order to make this Responsibility determination, the Town of Oneonta reserves its right to consider information from other sources such as:
 - i. Vendor's capability and performance under other contracts
 - ii. Past or pending litigation
 - iii. Other publicly available information
 - iv. Require a Vendor to provide audited financial statements for the latest three (3) years. Failure to comply with Town of Oneonta staff evaluating a responsibility or responsiveness determination by not providing the requested financial information or any reasonable requests for information may result in the Town of Oneonta finding the submission as non-responsive and/or Vendor as not responsible.
 - b. The Town of Oneonta's determination regarding the responsiveness of a Vendor Submission and the responsibility of a Vendor shall be final and will not be considered further for award.

6.2 Evaluation of Proposals

- A. An Evaluation Committee, which will include officers, employees, and/or agents of the Town of Oneonta, will carry out the detailed evaluations using the Evaluation Criteria included in this Solicitation, conducting interviews, and making the selection of the Vendor(s), if any.
 - a. When applicable, the Vendor(s) selected will be recommended to the Town of Oneonta Town Board. The Town of Oneonta reserves the right to reject any or all Vendor Submissions and/or Vendors.
- B. All Vendor Submissions will be reviewed and scored based on how well they address the specific needs of the Town of Oneonta as outlined in this document.
 - a. The Town of Oneonta reserves the right to request that a Vendor provide any missing information, additional information, and/or make corrections where legally permissible.
- C. Vendors may be required to make an oral presentation of their submission. Scheduling of the time and place of the oral presentation will be arranged by the Town of Oneonta. At the time of this

solicitation, the Town of Oneonta anticipates scheduling presentations, if any, between October 1, 2026 and October 9, 2026. Vendors are asked to advise their availability for a possible presentation during this window.

- a. Failure to appear at the presentation or to schedule the presentation in a timely manner may lead to the Town of Oneonta finding the Vendor Submission non-responsive.

6.3 Award Process

- A. The vendor considered the most qualified to perform the scope of work and identified as the highest-ranked firm by the Evaluation Team will be selected.
- B. The Town of Oneonta reserves the right to reject any and all proposals. The Town of Oneonta reserves the right to negotiate the terms of the contract, including the reimbursement rates, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest-scoring respondent, the Town may negotiate a contract with the next highest-scoring respondent and so on until an agreement is reached.

7. General Conditions

- This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services.
- The Town reserves the right to reject any or all proposals, to waive minor informalities, and to negotiate with any respondent.
- The selected consultant will be required to enter into a professional services agreement with the Town on terms acceptable to the Town.
- This evaluation is being procured separately from, and does not obligate the Town to award, the subsequent design/construction contract referenced in Section 1.

7.1 Acceptance of Contract Terms

- A. Submission of a response to this Solicitation indicates agreement with and acceptance of all the terms and conditions presented in the enclosed Attachment entitled “Sample Contract” (as amended by written Addenda issued and accepted by the Town of Oneonta as part of this Solicitation).
- B. Any request for clarifications or request for material changes to attachments as well as any other aspect of this document shall be submitted in accordance with Subsection 7.4, Clarifications, Explanations, Modifications, and Questions of this Solicitation. The Town of Oneonta will not entertain any exceptions to the New York State or Federal clauses.
- C. Vendor Submissions that contain any changes to the terms and conditions of this Solicitation, including Attachments that are unapproved by the Town of Oneonta in an Addendum, may be rejected or considered at the discretion of the Town of Oneonta.
- D. Contract modifications may not be reflected in the final contract documents if the contract is awarded to a Vendor other than the one(s) who submitted the request or joined in the request for modification, at the sole discretion of the Town of Oneonta.

7.2 Clarifications, Explanations, Modifications, and Questions

- A. Vendors shall examine all documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors are found, the Vendor shall contact the Town Clerk immediately.
- B. All questions or clarifications regarding this Solicitation must be submitted before the Deadline for Questions date identified in the Anticipated Schedule (Section 4) and shall be sent by email to the Town Clerk.
- C. Written addenda shall serve as the sole means of either amending the Solicitation or addressing questions and clarifications.
- D. It is the Vendor’s responsibility to ensure they have received all Addenda. Addenda will be emailed to each Vendor who notified the Town of Oneonta of their interest in the Solicitation. Such addenda will become a part of the Solicitation and binding on all parties.
- E. Only written explanations, instructions, or changes given by the Town of Oneonta will be effective. Oral explanations or instructions given over the telephone or at any other time prior to the submission deadline shall not be binding on the Town of Oneonta.
- F. The Town of Oneonta may, by written notice to all Vendors, cancel, postpone or amend the Solicitation at any time prior to the due date.
 - a. The Town of Oneonta also reserves the right to cancel or re-issue the Solicitation at its sole discretion.
 - b. If, in the opinion of the Town of Oneonta, the revisions or amendments will require additional time, the due date will be extended for all participants.

7.3 Execution of Contract

- A. The acceptance of a Vendor Submission for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to the successful Vendor.
- B. Upon notice of award of the Contract to a Vendor, the Vendor shall commence performance under the Contract by furnishing any required bonds, and by furnishing copies of the certificates of insurance required to be procured by the Vendor pursuant to the Solicitation within fourteen (14) calendar days after the date of receipt of the notice of award.
 - a. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under the termination for default terms in the Town of Oneonta Required Clauses (which is included as an Attachment to this Solicitation).
- C. The contract shall become fully executed once authorized by the Town Board and signed by the Town of Oneonta's Town Supervisor.

7.4 Freedom of Information Law (FOIL) and Proprietary/Confidential Information

- A. The Town of Oneonta is a municipality of the State of New York and, as such, many Town of Oneonta records and documents in the Town of Oneonta's possession are subject to disclosure to the public and/or parties resulting from filing Freedom of Information Requests, subpoenas and other legal demands.
- B. If the Submission contains information deemed to be proprietary or confidential, then the Vendor Submission shall be accompanied by a separate redacted copy of its submittal in PDF format along with a cover letter justifying the requested redactions.
 - a. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality.
 - b. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.
 - c. Acceptance of the identified information by the Town of Oneonta does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to the availability of the identified information will be made in accordance with FOIL at the time a request for such information is received by the Town of Oneonta.
- C. If the Vendor chooses to declare the information proprietary/confidential and withhold it from release, then it shall defend and hold the Town of Oneonta harmless from any legal action arising from such a declaration.

7.5 Restrictions on Contacts During the Procurement Process

Pursuant to State Finance Law §§139-j and 139-k and New York Executive Order 127, this Procurement imposes certain restrictions on communications between the Town of Oneonta and Interested Parties. No one may contact the Town of Oneonta or any of its officers, directors or employees, other than the Town Clerk identified in Section 8, Questions and Contact, with respect to the Solicitation during the period starting with the earliest notice of intent to issue the Solicitation through final award and approval of the Contract by the Town of Oneonta (called the "Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Town of Oneonta officers, directors and employees are required to obtain certain information when contacted during the Restricted Period and are also required to make a determination of the responsibility of the person initiating the contact or on whose behalf the contact is initiated. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a 4-year period, the party initiating the contact or on whose behalf the contact is initiated will be debarred from obtaining governmental procurement contracts. Clarifications about these requirements can be requested from the Town Clerk.

7.6 Insurance Requirements

- A. The successful Vendor will be required to provide proof of insurance prior to execution of the Contract. If (a) the Contract is executed prior to the Vendor providing all of the proper certifications to the Town of Oneonta or (b) updated/replacement certifications are not provided during the term of the Contract, the Town of Oneonta reserves the right to withhold any payment for Deliverables performed until the proper certifications are provided. Insurance proof shall be provided within seven (7) calendar days after award.
- B. The Town of Oneonta's Insurance Requirements are set forth in Appendix B to this Solicitation entitled "Insurance Requirements."

7.7 Modification, Validity and Withdrawal of Submissions

7.7.1 Modification of Vendor Submission

- A. A modification of a Vendor Submission already received will be accepted by the Town of Oneonta only if (i) the modification is received prior to the Submission Deadline; (ii) is specifically requested by the Town of Oneonta; or (iii) is made with a requested best and final offer. All modifications shall be made in writing and submitted in the same form and manner as the original Vendor Submission.

7.7.2 Validity of Submissions

- A. Submissions shall adhere to the terms and conditions of this Solicitation. Ignorance of the requirements will not relieve the contractor from liability and obligations under the submission offered by the Vendor or the resulting contract.
- B. Conditional Bids/Proposals are not accepted and will be determined non-responsive.
- C. The Submission shall be binding for ninety (90) days after the due date. This may be extended at the consent of both parties by email or other written means.
- D. The Town of Oneonta reserves the right to reject any and all Submissions, to waive any informality therein, to re-advertise the Solicitation, and to accept any proposal deemed to be most favorable to the Town of Oneonta.

7.7.3 Withdrawal of Submission

- A. Any Vendor may withdraw its submission prior to the Submission Deadline by providing a request in writing or email to the Purchasing Agent. A request to withdraw the submission after the submission deadline shall follow the same process, however is subject to approval of the Town of Oneonta.

7.8 Ownership and Cost of Proposal Development

- A. All proposals will become the property of the Town of Oneonta.
- B. This Solicitation does not commit the Town of Oneonta to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, nor to procure or contract for the services.
- C. Vendor is responsible for all costs associated with preparing a response to this Solicitation.

7.9 Silence of Specifications

- A. The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

7.10 Secondary Contact

- A. Pursuant to State Finance Law §§139-j and 139-k and New York Executive Order 127, the secondary contact is Nicole Camarata and contact email is books@townofoneonta.org.

8. Questions and Contact

All questions regarding this RFP shall be directed in writing to:

Ryan Pereira – Town Clerk

Town of Oneonta, New York

3966 State Highway 23, PO Box A, West Oneonta, NY 13820

clerk@townofoneonta.org

(607) 432-2900 x01 (office)

Appendix B: Insurance Requirements

The following sets forth the Town of Oneonta's insurance requirements referenced in Subsection 7.6 above.

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the Town of Oneonta as an additional insured on the architect/engineer's insurance policies, with the exception of workers' compensation, NY State Disability and professional liability insurance. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
2. The policy naming the Town of Oneonta as an additional insured shall:
 - a. Be purchased from an A.M. Best rated A- New York State licensed insurer. A New York State admitted insurer is preferred. The decision to accept specific insurers lies exclusively with the Town of Oneonta.
 - b. State that the architect/engineer's coverage shall be primary and non-contributory coverage for the Town of Oneonta, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Town of Oneonta for both on-going and completed operations. The decision to accept an endorsement rest solely with the Town of Oneonta. A completed copy of the endorsements must be attached to the certificate of insurance.
3. Additional Requirements
 - a. The architect/engineer agrees to indemnify the Town of Oneonta for any applicable deductibles and self-insured retentions.
 - b. At the Town of Oneonta's request, the architect/engineer shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the architect/engineer will provide a copy of the policy endorsements and forms.
4. Required Insurance:
 - a. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/\$2,000,000 aggregate on a per location basis.
 - b. **Automobile Liability:**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and N.Y.S. Disability:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - d. **Architects & Engineers' Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the architect/engineer performed under the contract for the Town of Oneonta. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. If the architect or engineer is providing or managing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.

e. Excess Insurance:

\$2,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

5. Architect/engineer acknowledges that failure to obtain such insurance on behalf of the Town of Oneonta constitutes a material breach of contract. The architect/engineer is to provide the Town of Oneonta with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Town of Oneonta to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Town of Oneonta.
6. The Town of Oneonta is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The architect/engineer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Town of Oneonta but also NYMIR, as the Town of Oneonta's insurer.

Appendix C: Required Forms to be Submitted

The following forms must be completed and submitted by each respondent as part of its proposal, as referenced in Section 5.1 above:

- Bidder/Proposer Questionnaire
- Federal Certification Regarding Lobbying
- Government-Wide Debarment and Suspension Certification

Bidder/Proposer Questionnaire

1.0. Bidder/Proposer Information

1.1. Name and Address

Legal Business Entity Name

Address of the Principal Place of Business

1.2. Legal Business Entity Type. Make the appropriate selection and provide additional information:

☐ Corporation (including PC) ☐ Limited Liability Company (LLC or PLLC)

☐ Partnership (including LLP, LP, or General) ☐ Sole Proprietor

☐ Other: _____

1.3. Does the Business Entity have legal authority to do business in New York State? ☐ Yes ☐ No

1.4. Is the Legal Business Entity a New York State (NYS) certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Service Disabled Veteran Owned Business (SDVOB) or a federally certified Disadvantaged Business Enterprise (DBE)? ☐ Yes ☐ No

If Yes, check all that apply:

☐ NYS certified Minority-Owned Business Enterprise (MBE) ☐ NYS certified Service Disabled Veteran Owned Business (SDVOB)

☐ NYS certified Women-Owned Business Enterprise (WBE) ☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.5. Age of the Firm (in years): _____

1.6. Gross Annual Receipts of Firm:

☐ Less than \$500,000 ☐ \$500,000 - \$1 million ☐ \$1 million - \$2 million

☐ \$2 million - \$5 million ☐ \$5 million - \$10 million ☐ Over \$10 million

2.0. Authorized Contact Information

For questions relating to the bid/proposal PRIOR to award:

Name

Telephone

Title

Email

For questions relating to the bid/proposal AFTER award:

Name

Telephone

Title

Email

3.0. Certification of Compliance with NYS Procurement Lobbying Act

- 3.1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous five years? ☐ No ☐ Yes

3.1.1. If you answered Yes, was the basis for the finding of non-responsibility due to a violation of New York State Finance Law §139-j? ☐ No ☐ Yes. If you answered Yes, please attach a description including the name of the Governmental Entity, the date of the finding, and the basis for the finding.

- 3.2. 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? ☐ No ☐ Yes

3.2.1. If you answered Yes, please attach a description including the name of the Governmental Entity, the date of the finding, and the basis for the finding.

- 3.3. The firm understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law §139-j and §139-k. ☐ No ☐ Yes

4.0. Affidavit of Non-Collusion

- 4.1. Have the prices in this bid/proposal been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor? ☐ No ☐ Yes
- 4.2. Unless otherwise required by law, have the prices provided in this bid/proposal been knowingly disclosed, directly or indirectly, to any other bidder/proposer or to any competitor prior to submission? ☐ No ☐ Yes
- 4.3. Has there been any attempt by the bidder/proposer to induce any other person, partnership or corporation to submit or not submit a bid/proposal for the purpose of restricting competition? ☐ No ☐ Yes
- 4.4. Was the bid/proposal made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation? ☐ No ☐ Yes
- 4.5. Does the bidder/proposer appear on the U.S. Comptroller General's List of Ineligible Contractors? ☐ No ☐ Yes

5.0. Integrity

- 5.1. Within the past five (5) years, has the reporting entity or its Owner(s)/Shareholder(s) been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise, or lease? ☐ No ☐ Yes
- 5.2. Are you registered in the New York State Comptroller VendRep System? ☐ No ☐ Yes
- 5.3. Have you ever been subject to any administrative proceeding or civil action seeking specific performance or restitution in connection with any governmental contract? ☐ No ☐ Yes
- 5.3.1. If you answered Yes, provide the date of the proceeding or action:

6.0. Freedom of Information Law (FOIL) Requests

- 6.1. Bidder/Proposer acknowledges the following: 1.) Documents and material Bidder/Proposer submits as part of this procurement may be subject to release under NYS law, including the Freedom of Information Law (NYS Public Officers Law Article 6). 2.) Bidder/Proposer has reviewed applicable NYS Law and 3.) Bidder/Proposer has fulfilled its obligations in this regard under NYS law, including Public Officers Law Section 89. ☐ No ☐ Yes

7.0. Relevant Project References

For reference purposes, provide the information requested below for the three most recent contracts completed during the last three years that are similar or relevant to the goods or services requested in this procurement. If less than three contracts have been completed during the last three years, list the three most recent contracts completed.

7.1. First Reference

_____ Brief description of work performed		_____ Year contract awarded
_____ Company		_____ Address
_____ Contact Name	_____ Contact Email	_____ Contact Phone

7.2. Second Reference

_____ Brief description of work performed		_____ Year contract awarded
_____ Company		_____ Address
_____ Contact Name	_____ Contact Email	_____ Contact Phone

7.3. Third Reference

_____ Brief description of work performed		_____ Year contract awarded
_____ Company		_____ Address
_____ Contact Name	_____ Contact Email	_____ Contact Phone

8.0. Verification and Acknowledgement

I, _____ (Print Name), _____ (Print Title) of _____ (Print Name of Vendor), am duly authorized to sign this form on behalf of said Vendor and am signing this document pursuant to said authorization. The answers to the questions and the representations set forth in this form are true, accurate, and complete. I also acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the Vendor.

Signature of Authorized Official

Date

STATE OF _____) ss.:

COUNTY OF _____

On the _____ day of _____, in the year _____, before me, the above signed, _____ personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence to be, the individual whose name subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Government-Wide Debarment and Suspension Certification

Each respondent shall complete and submit the following certification with its proposal.

Procurement #: _____

Instructions for Certification: In support of its signed and submitted bid or proposal, the prospective lower-tier participant is providing the signed certification set out below.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally-assisted Award;
- b) Suspended from participation in any federally-assisted Award;
- c) Proposed for debarment from participation in any federally-assisted Award;
- d) Declared ineligible to participate in any federally-assisted Award;
- e) Voluntarily excluded from participation in any federally-assisted Award; or
- f) Disqualified from participation in any federally-assisted Award.

By signing and submitting its bid or proposal, the Vendor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Town of Oneonta. If it is later determined by the Town of Oneonta that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Town of Oneonta, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

_____ Signature of Authorized Official	_____ Vendor Name
_____ Name of Authorized Official	_____ Date
_____ Title of Authorized Official	