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October 2023

**NOTICE OF REQUEST FOR PROPOSAL (RFP)**  
*for*

**Comprehensive Facilities / Space Needs Assessment**

**Proposal Deadline:** Wednesday, November 29, 2023 @ 4 pm  
*(Electronic or hardcopy submission)*

**Designated Contact:** **Lauren Monaghan, P.E.**  
**Deputy Executive Director**  
**LCWSA**  
**Phone: (585) 346-3523**  
**Email: [lmonaghan@lcwsa.us](mailto:lmonaghan@lcwsa.us)**

**Livingston County Water and Sewer Authority  
Request for Proposals  
For Consulting Engineering and Architectural Services  
Comprehensive Facilities / Space Needs Assessment**

**Introduction/Background**

The Livingston County Water and Sewer Authority (LCWSA) is seeking Professional Services Proposals for the completion of a Comprehensive Facilities/Space Needs Assessment. The scope of which consists of on-site condition reviews, space needs assessments, and a 20-year projected growth plan.

The Lakeville wastewater treatment plant was originally constructed in the 1970's and additional office space was added/configured in the early 2000's. Over the years various additional improvements have been made to update and renovate the existing space.

LCWSA is continuing to grow its customer base which has resulted in the need for additional staff, equipment, and materials storage.

**Facility Descriptions**

The current facilities are located at 1997 D'Angelo Drive in Lakeville and were originally constructed in the early 1970's. There are five buildings/structures on site for various uses including the following:

- Administration building
  - Consists of seven workstations for seven employees, small breakroom/meeting room, two single stall bathrooms, full basement with storage
- Digester Building
  - A three-story building with the basement level consisting of wastewater plant operations, pumps, and equipment.
  - The additional space consists of two workstations the wastewater plant operators, lab space, bathroom/shower/locker room, server room, wastewater plant operations, shop space for maintenance tools and spare parts, maintenance staff breakroom.
- Headworks/Garage/Shop
  - Consists of wastewater plant operations, maintenance shop space, garage/storage space, and a small breakroom for the maintenance staff.
- Small Heated Storage Building
  - Currently used for water meter storage
- Large Cold Storage Building
  - This building was the only additional structure added in 2014.
  - Storage of maintenance equipment, tools, and additional materials storage.

Additionally, we have a single bay of heated storage space that is being leased, due to the lack of heated storage at our current facilities.

Some of the existing space needs identified include:

- Provide on-site heated storage to eliminate the need for the off-site lease.
- Provide breakrooms and restrooms that meet the needs of current and future employees.
- Provide a dedicated meeting room separate from the existing breakroom to accommodate all staff when needed for training/meetings.
- Provide parking and traffic patterns that allow for construction equipment, large tractor trailer deliveries, as well as staff and customer access.
- Provide a secure and safe environment for all employees and visitors.
- Provide a welcoming environment for customers to pay bills, fill out permits, review plans etc.
- Provide a more efficient use of the existing spaces.

### **General Scope of Work**

LCWSA seeks to secure engineering and architectural space planning services to conduct a needs assessment that evaluates the efficiency of its existing workspace in each building, determines potential needs and analyzes site conditions for the construction of a new building and/or building addition on-site.

### **Phase 1 – On-Site Condition Assessment**

Review and analyze current workspaces and flow of traffic to identify any areas for improvement. Evaluate how to maximize the current space in each facility with the focus on office and maintenance staff projected growth.

Determine the condition and deficiencies of the existing facilities including but not limited to; structural issues, plumbing, ADA compliance for public access area, storage, furniture/equipment needs, parking, security at vehicular access points and reception area, vehicle and equipment maintenance and storage.

### **Phase 2 – Needs Assessment**

The selected Consultant will produce a space needs analysis report to include space needs for vehicle/equipment storage and individual workspace potential, staffing growth potential, storage, breakroom, office space, meeting room, sustainability, IT and computer equipment, facilities security for both people and equipment, reception area safety, restroom quantity and size, emergency power, fiber optic and communications.

This report shall provide suggestions for capital improvement project(s) required to meet our space needs immediately, in 5-years, and in 20-years. The analysis shall examine the relationship between various departments to maximize efficiency of facility use, as well as customer service needs. The

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selected Consultant will be required to make site visits and conduct interviews with appropriate personnel to derive a final set of recommendations.

### **Phase 3 – Conceptual Design**

A copy of the latest survey/record map has been provided and a digital version can be made available to the selected consultant.

The Consultant shall provide a Conceptual Plan for the preferred alternative selected after the review of Phase 2. The Concept Plan shall include the following at a minimum:

- Existing Buildings
- Proposed building additions and/or new buildings.
- Parking for maintenance vehicles, staff vehicles and visitors.
- Traffic plan/patterns for deliveries, customers, and staff.
- A conceptual floor plan for new buildings as well as proposed alterations to existing buildings.

The selected Consultant will be expected to provide the suitability of the current facilities to meet the future needs and the costs required to improve the existing facilities as well as the site requirements and estimated building costs to construct a new building on the existing site.

### **Proposal Requirements**

A pre-submission site visit will be held on **Wednesday November 15<sup>th</sup> at 1:00pm.**

Provide qualifications of the design team expected to be assigned to this project with individual background and experience with similar work.

Provide similar project experience and individuals we may contact for references.

Detail your proposed approach, strategy, and projected timeline.

The proposal shall include a quotation of charges, including the personnel to be assigned, the total number of hours for each, and any other costs associated with this scope of work. The proposal shall be limited to 10 pages in total excluding the title page and/or cover letter.

### **Evaluation and Selection**

LCWSA will be accepting proposals in hardcopy or electronic format.

Deadline for submission of proposals is **Wednesday, November 29, 2023 @ 4 pm.**

Hardcopy proposals can be hand delivered or mailed to the following address:

Livingston County Water & Sewer Authority

Livingston County Water & Sewer Authority  
PO Box 396, 1997 D'Angelo Drive, Lakeville, NY 14480  
(585) 346-3523  
[www.lcwsa.us](http://www.lcwsa.us)

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Attn: Lauren Monaghan P.E., Deputy Executive Director  
1997 D'Angelo Drive  
PO Box 396  
Lakeville, NY 14480

Electronic submissions shall be sent to: [lmonaghan@lcwsa.us](mailto:lmonaghan@lcwsa.us).

Late submittals will not be considered.

All questions regarding this RFP shall be directed to the Designated Contact, identified above.

The Authority is committed to maximizing minority and women business enterprise (MWBE) and service-disabled veteran-owned business (SDVOB) contracting opportunities, in accordance with Article 15-A and Article 17-B of NYS Executive Law. NYS MWBE and SDVOB certified firms are encouraged to respond to this RFP.

The selection of a consultant is within the LCWSA's sole discretion and no reasons for rejection or acceptance of any proposal are required to be given. Although costs are an important consideration, the decision will be based on qualifications and compliance with the requirements in this RFP and not solely on cost. The LCWSA reserves the right to reject any or all proposal or to accept a proposal that does not conform to the terms set forth herein. The LCWSA further reserves the right to waive or modify minor irregularities in the proposals and negotiate with consultants to serve the LCWSA's best interests.

**EXHIBIT A**

N/F  
WILLIAM J. D'ANGELO  
L.827 D.37  
S.B.L. 65-1-83.114

ALSO SEE  
MAP BY: THOMAS F. DUTTON, L.S.  
DATED: AUGUST 25, 1992  
RECORDED WITH DEED

**D'ANGELO DRIVE** (50.0' WIDE)  
REF. DEED: TOWN OF LIVONIA (L.507 D.45)

N/F  
WILLIAM J. D'ANGELO  
L.1266 D.2560  
S.B.L. 65-1-83.114

ALSO SEE  
MAP BY: BARRY J. CARESTO, L.S.  
DATED: AUGUST 6, 2012  
FILED MAP No. A09410

PARCEL SURVEYED =  
18.564 AC.  
S.B.L. 65-1-84.1

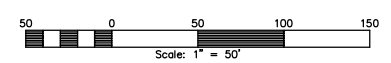
N/F  
NEW LIFE FAMILY CHURCH  
L.1157 D.343  
S.B.L. 65-1-6.112

REF. MAP PARTIAL COPY OF  
SURVEY BY: THOMAS F. DUTTON, L.S.  
RECORDED WITH DEED

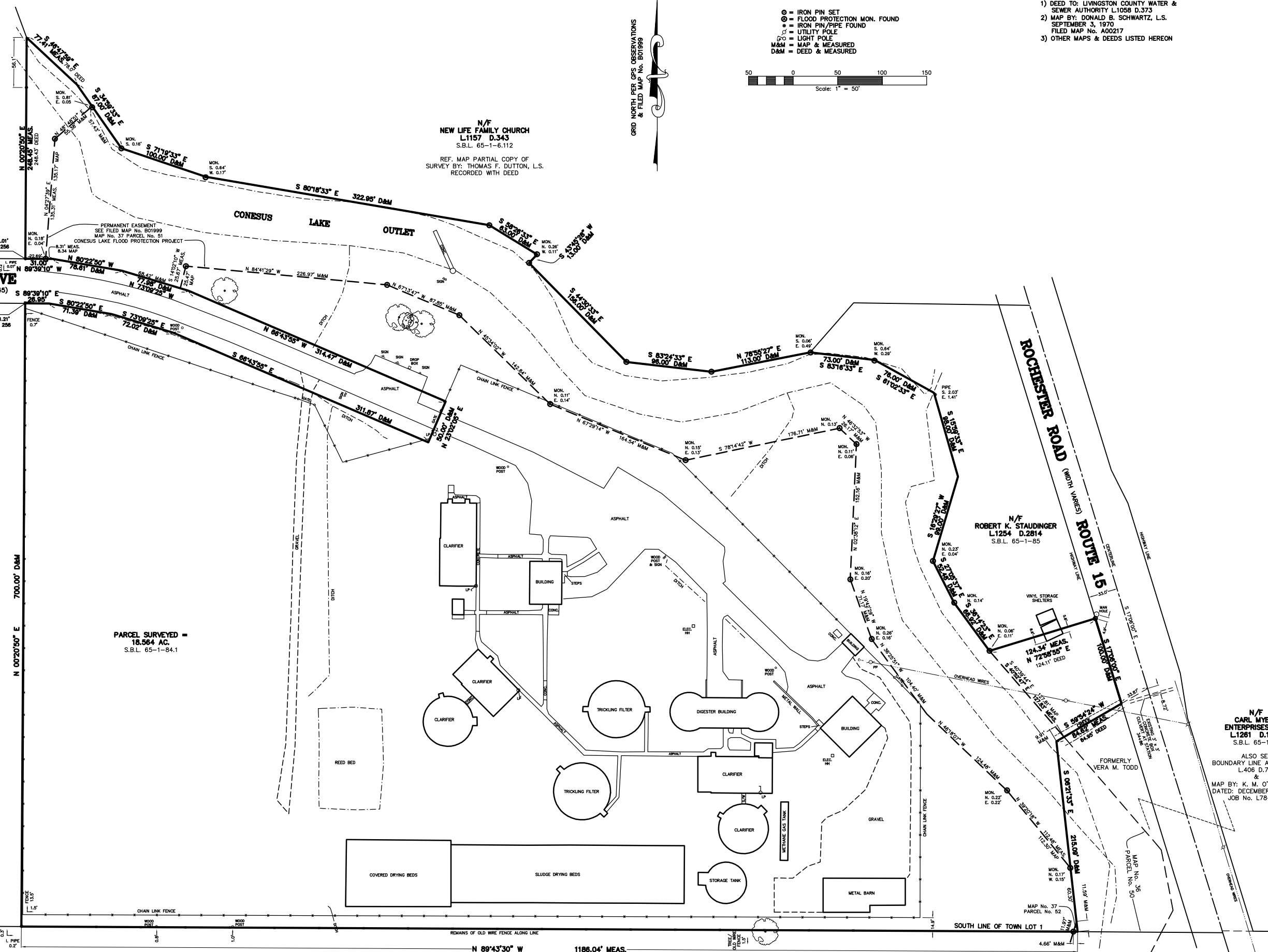
N/F  
GERALD A. PEASE  
L.1055 D.374  
S.B.L. 65-1-81

- REFERENCES
- DEED TO: LIVINGSTON COUNTY WATER & SEWER AUTHORITY L.1058 D.373
  - MAP BY: DONALD B. SCHWARTZ, L.S. SEPTEMBER 3, 1970 FILED MAP No. A00217
  - OTHER MAPS & DEEDS LISTED HEREON

- ⊙ = IRON PIN SET
- ⊙ = FLOOD PROTECTION MON. FOUND
- ⊙ = IRON PIN/PIPE FOUND
- ⊙ = UTILITY POLE
- ⊙ = LIGHT POLE
- ⊙ = M&M
- D&M = DEED & MEASURED

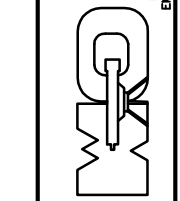


GRID NORTH PER GPS OBSERVATIONS  
& FILED MAP No. B01989



NOTES:  
1) UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 20-100 OF THE SURVEYING AND MAPPING LAW.  
2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACT THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.  
3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACT THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.

WELCH & O'DONOGHUE  
LAND SURVEYORS, P.C.  
20 AVENUE, NEW YORK 14414  
PH: 585-226-2990 FAX: 226-2891  
8713 RT. 97 O. BOX 689  
STAFFORD, NEW YORK 14143  
PH: 585-343-5334 FAX: 343-5810  
EMAIL: WOSURV@ROCHESTER.RR.COM



BOUNDARY SURVEY TO  
OF LAND BELONGING TO  
LIVINGSTON COUNTY WATER & SEWER AUTHORITY  
BEING TOWN OF LIVONIA LOT 1  
TOWN OF LIVONIA  
LIVINGSTON COUNTY, NEW YORK

DATE: APRIL 5, 2013  
JOB No. L12-7641W  
DRAWN BY: KOD  
CHECKED BY: KOD  
SCALE: 1" = 50'

N/F  
CARL MYERS  
ENTERPRISES, INC.  
L.1261 D.1699  
S.B.L. 65-1-11

ALSO SEE  
BOUNDARY LINE AGREEMENT  
L.406 D.751  
&  
MAP BY: K. M. O'DONOGHUE  
DATED: DECEMBER 10, 2010  
JOB No. L78-28W

I HEREBY CERTIFY  
THAT THIS MAP WAS MADE APRIL 5, 2013 FROM  
NOTES OF SURVEY COMPLETED FEBRUARY 28, 2013.

KEVIN M. O'DONOGHUE, L.S. No. 49514



**STANDARD CONTRACT REQUIREMENTS  
(Appendix A, Appendix B, Appendix C)**



## Standard Contract Requirements

### APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract. The word “Contractor” herein refers to any party to the contract, other than the Livingston County Water & Sewer Authority (herein after “Authority”).

1. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority's written consent are null and void.
2. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
3. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
4. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
5. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on

Contractor's behalf.

6. **SET-OFF RIGHTS.** The Authority shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Authority with regard to this contract.
7. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority Treasurer or Authority Executive Director or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
8. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
9. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
10. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
11. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the Authority shall incur no liability beyond the funds appropriated therefore.
12. **APPROVAL OF AUTHORITY BOARD.** This contract is subject to and conditioned upon approval by the Livingston County Water and Sewer Authority Board.
13. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

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Livingston Co Water & Sewer Authority

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Contractor  
(Signature of Authorized Official Required)

**Standard Contract Requirements**  
**APPENDIX B**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the Livingston County Water & Sewer Authority (herein after "Authority").

- I. The Authority shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the Authority all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-build plans and shop drawings. In any of these events, the Authority shall make settlement with the Contractor upon an equitable basis as determined by the Authority which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of the termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the Authority from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the Authority in defending any suit, including attorneys' fees. Furthermore, at the option of the Authority, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the Authority for any damage or loss arising out of the negligence or willful misconduct of the Authority, its agents or employees.
- III.
  - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Authority.
  - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Authority.
  - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Authority. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Authority, to avoid, mitigate, or minimize the actual or potential conflict.
  - D. Remedies - The Authority may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Authority, the Authority may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the Authority pursuant to this clause.
  - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.
- IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the

Authority. Each payment request must contain such items of information and supporting documentation as required by the Authority, and shall be all inclusive for the period of time covered by the payment request.

- V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

- VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason of this contract. It further agrees that it will not make against the Authority any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

- VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

- VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

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Livingston County Water & Sewer Authority

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Contractor  
(Signature of Authorized Official Required)

**STANDARD CONTRACT INSURANCE REQUIREMENTS  
APPENDIX C**

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the Livingston County Water & Sewer Authority as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The Contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the Authority is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Authority attorney.
- II. The policy naming the Authority as an additional insured shall:
- be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
  - contain a 30 day notice of cancellation;
  - state that the organization's coverage shall be primary coverage for the Authority, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the Authority shall be in excess of the contractors insurance, and shall not contribute with it.
- III. The contractor/permittee agrees to indemnify the Authority for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
- **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
  - **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact the Authority Attorney for determination of necessity.)**  
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Authority as the named insured.
  - **Professional Errors and Omissions Insurance (If professional service contract)**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.
- V. The contractor/permittee is to provide the Authority with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. Contractor/permittee shall provide the Authority with a copy of any notice of cancellation or notice of change in the terms of insurance within two (2) days of Contractor/permittee's receipt of such notice from their insurance carrier or agent. Furthermore, Contractor/permittee shall provide the Authority with confirmation from their insurance carrier or agent that insurance as required by this Appendix C is still in full force and effect every three months that this contract is in effect. Such notice shall be mailed to the LCWSA, PO Box 396, Lakeville, NY 14480, and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the Authority, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and

all other legal remedies available to the Authority, including termination of the contract. The failure of the Authority 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 Authority.

- VI. If at any time any of the policies required herein shall be or become unsatisfactory to the Authority, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Authority, the contractor shall upon notice to that effect from the Authority, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the Authority, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Authority.

In the event that claims, for which the Authority may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the Authority.

The Authority reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the Authority within ten days of such request.

**VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:**

The contractor/permittee shall file with the Authority Executive Director prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate.
- h. Certificate holder shall be Livingston County Water & Sewer Authority, 1997 D'Angelo Drive, PO Box 396, Lakeville, New York 14480.
- i. Description of contract for which insurance is being provided.
- j. Insurance agent's name, address and phone number.

\_\_\_\_\_  
Contractor  
(Signature of Authorized Official Required)

\_\_\_\_\_  
Date

**LIVINGSTON COUNTY WATER & SEWER AUTHORITY COMPLIANCE WITH  
NYS FINANCE LAW SECTION 139-J AND 139-K (“LOBBYING LAW”)**

LIVINGSTON COUNTY  
WATER & SEWER AUTHORITY

Compliance with  
NYS Finance Law  
Section 139-j and 139-k  
("Lobbying Law")

Revised November, 2022



**COMPLIANCE WITH  
NYS STATE FINANCE LAW §§139-j AND 139-k**

**NEW YORK STATE'S STATE FINANCE LAW SECTIONS 139-J AND 139-K**

All procurements by the Authority in excess of \$15,000 annually, are subject to New York State's State Finance Law Sections 139-j and 139-k ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as any oral, written or electronic communications with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the Authority's conduct or decision regarding a procurement) during the "restricted period" of procurement (defined as the period of time commencing with written notice advertisement or solicitation of a request for proposal, invitation for bids or solicitation of proposals and ending with the final contract award and approval by the Authority) must be made with the Designated Point of Contact only. Exceptions to this rule include:

- Submission of written proposals in response to a request for proposals, invitations for bids or any other method for soliciting a response from offerers intending to result in a procurement contract;
- Submission of written questions (by a method set forth in the request for proposals, invitation to bid or other method for soliciting a response from offerers intending to result in a procurement contract), when all written questions and responses are to be disseminated to all offerers who have expressed an interest in the request for proposals, invitation for bids, or other method for soliciting a response from offerers intending to result in a procurement contract;
- Participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders (as provided for in the request for proposals, invitation for bids, or other method for soliciting a response from offerers intending to result in a procurement contract);
- Complaints by an offerer regarding the failure of the person or persons designated by the Authority pursuant to NYS Finance Law Section 139-j, to respond in a timely manner to authorized offerer contacts, made in writing to the office of general counsel of the Authority, provided that any such written complaints shall become a part of the procurement record;
- Offerers who have been tentatively awarded a contract and are engaged in communications with the Authority solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award;
- Contacts between designated Authority staff and an offerer to request the review of a procurement contract award;
- Contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the Authority seeking a final administrative determination, or in a subsequent judicial proceeding; or

- Complaints of alleged improper conduct by the Authority to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or
- Protests, appeals or complaints to the State Comptroller's Office during the process of contract approval, where the State Comptroller's approval is required, provided that the State Comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to section one hundred sixty-three of the NYS Finance Law; or
- Complaints of alleged improper conduct in a governmental procurement conducted by the Authority to the State Comptroller's Office;
- Communications between offerers and the Authority that solely address the determination of responsibility by the Authority of an offerer;
- Complaints by minority-owned business enterprises or women-owned business enterprises, certified as such by the Division of Minority and Women's Business Development, to the Minority and Women-Owned Business Enterprise Statewide Advocate concerning the Authority's failure to comply with the requirements of section three hundred fifteen of the NYS Executive Law;
- Communications between the Minority and Women-Owned Business Enterprise Statewide Advocate and the Authority in furtherance of an investigation of the Minority and Women-Owned Business Enterprise Statewide Advocate pursuant to section three hundred twelve-a of the NYS Executive Law;
- Communications between the Authority and offerers that provide information to offerers regarding the status of the review, oversight, or approval of a procurement that has been submitted to or is under review by the Authority.

No offerer shall attempt to influence the Authority procurement in a manner that would result in a violation or an attempted violation of subdivision five of section seventy-three or section seventy-four of the NYS Public Officers Law, or of other applicable ethics code provisions that are equivalent to subdivision five of section seventy-three or section seventy-four of the NYS Public Officers Law where the public officials that are involved in the governmental procurement are not subject to subdivision five of section seventy-three or section seventy-four of the NYS Public Officers Law.

Violations of contact restrictions shall include any contacts during the restricted period of a governmental procurement between the offerer and any member, officer or employee of any governmental entity other than the Authority; provided, however, that nothing herein shall be deemed to prohibit an offerer from communicating with a member of the state legislature or legislative staff about a governmental procurement being conducted by the Authority, provided that the member of the state legislature or legislative staff is acting in his or her official capacity.

Alleged violations of this policy regarding permissible contacts must be reported to the appropriate Authority officer and investigated immediately. If sufficient cause exists to believe that such allegation is true, the investigating Authority officer shall give the offerer reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation.

A finding that an offerer has knowingly and willfully violated the provisions of New York State's State Finance Law Sections 139-j and/or 139-k shall result in a determination of non-responsibility for such offerer, and such offerer and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders (hereinafter, for the purposes of this paragraph "offerer"), shall not be awarded the procurement contract, unless the Authority finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the Authority shall include in the procurement record a statement describing the basis for such a finding.

Any subsequent determination of non-responsibility due to violation of these requirements within four years of a determination of non-responsibility resulting from a previous violation of the requirements of New York State Finance Law section 139-j or 139-k shall result in the offerer being rendered ineligible to submit a proposal on or be awarded any procurement contract for a period of four years from the date of the second final determination.

All offerers are required to disclose any prior findings of non-responsibility due to violations of York State's State Finance Law Sections 139-j and/or 139-k within the previous four years by any governmental entity (other than the Authority). The failure of offerers to timely disclose accurate and complete information or otherwise cooperate with the Authority in administering this provision shall be considered by the Authority in its determination of responsibility; provided, further, that the Authority shall not award a contract to an offerer who fails to timely disclose accurate and complete information or otherwise cooperate with the Authority in administering this provision unless it finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the Authority shall include in the procurement record a statement describing the basis for such a finding.

Upon a determination of non-responsibility or debarment due to a violation of these provisions, the Authority is required to notify the Office of General Services, which maintains a list of all offerers who have been determined to be non-responsible bidders or debarred due to violations of the requirements of York State's State Finance Law Sections 139-j and/or 139-k.

Moreover, the statutes require the Authority to obtain certain affirmation and certifications from bidders and proposers. This **SCHEDULE** contains the forms to comply, with additional information and instructions.

Designated Point of Contact for this project is \_\_\_\_\_.

**COMPLIANCE WITH  
NYS STATE FINANCE LAW §§139-j AND 139-k**

**DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

**Instructions:**

New York State Finance Law §139-k (2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9) or New York State Executive Order 127. In accordance with State Finance Law §139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (1) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with New York State law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

THE FORM IS ON THE NEXT PAGE.



**COMPLIANCE WITH  
NYS STATE FINANCE LAW §§139-j AND 139-k**

**BIDDER'S/PROPOSER'S AFFIRMATION AND CERTIFICATION**

**By signing below, the Bidder/Proposer:**

- (a) Affirms that the Bidder/Proposer Understands and agrees to comply with the policy regarding permissible contacts in accordance with State Finance Law Sections 139-j and 139-k of New York State.
- (b) Certifies that all information provided to the Authority with respect to State Finance Law §139-j and §139-k is complete, true and accurate.

By: \_\_\_\_\_  
(Signature of Person Certifying)

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Bidder/Proposer or  
Contractor/Consultant: \_\_\_\_\_  
(Full Legal Name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business  
Telephone Number: \_\_\_\_\_

**THE AUTHORITY'S RIGHT TO TERMINATE**

**The Authority reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor/Consultant as Bidder/Proposer (offerer), in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.**