ERIE COUNTY WATER AUTHORITY



INTEROFFICE MEMORANDUM

October 9, 2018

To: Terrence D. McCracken, Secretary to the Authority

From: Jeffrey C. Schlierf, Acting Manager of Data Processing

Subject: Request for Proposals

Microwave Radio Maintenance Services Ellicott Square/Service Center Link ECWA Project No. 201900006

Please include as an agenda item for the next Board Meeting this request to solicit Request for Proposals for Microwave Radio Maintenance and Legal approval. This maintenance covers the link between the Ellicott Square location and the Service Center. The current maintenance contract with Transwave expires 12/31/18.

The local firms I would like to solicit Request for Proposals from are:

FM Communications 1914 Colvin Blvd. Tonawanda, NY 14150 Attention: Ken Olsen 716-832-2026

Saia Communications 100 Stradtman Street Buffalo, NY 14206 Attention: Jenn Saia 716-892-2900

Transwave Communication Systems, Inc. 9020 Wehrle Drive Clarence, NY 14031 Attention: Ray Rabb 716-626-9020

This item will be reported by Robert Lichtenthal.

JCS:jmf
Attachments

cc: R.Lichtenthal ECWA-606-1901

ERIE COUNTY WATER AUTHORITY

Request for Proposal (RFP) for Microwave Radio Maintenance Services

ECWA Project No. 201900006



Erie County Water Authority 3030 Union Road Buffalo NY 14227-1097

> Contact: Jeffrey C. Schlierf Acting Manager of Data Processing

TABLE OF CONTENTS

1. Purpose	2
2. Background	2
3. Description of Services	2
4. Additional Information	6
5. Proposal Requirements	7
6. Evaluation and Selection	7
7. Terms and Conditions	8
8. Acceptance/Rejection	8
Attachments:	
Required Forms A, B and C	

Sample Contract Termination Provision

Proposer Certification

Insurance Requirements

The Request for Proposal (RFP) for Microwave Radio Maintenance Services is being conducted pursuant to the newly enacted legislation, New York State Finance Law Sections 139j and k and the Erie County Water Authority's Purchasing Guidelines, Policies and Procedures.

1. Purpose:

The Erie County Water Authority (Authority or ECWA) will accept proposals for microwave radio maintenance services for a contract period of two years with a possible 1-year extension.

The Authority reserves the right to modify or cancel this Request for Proposals and/or the scope of microwave radio maintenance services, to reject any or all proposals, and to waive any and all irregularities. This Request for Proposals does not obligate the Authority to award a contract for these services or to reimburse any costs associated with the preparation of any proposal.

2. Background:

The Authority owns and operates a multi-transceiver Aviat Eclipse Microwave radio system located at 3030 Union Road, Cheektowaga, and 295 Main Street (Ellicott Square Building), Buffalo. The microwave radio system forms a single link to connect the two (2) locations with a high speed Ethernet connection via multiple 11 GHz Transceivers. The Microwave System is used for voice and data communication between these two (2) locations.

3. <u>Description of Services:</u>

This service agreement is for the maintenance, repair, and adjustments which are required to maintain optimum overall system performance of the existing 11GHz microwave radio system including any firmware and software updates. This service agreement covers the microwave radios and related equipment located at the ECWA Service Center, 3030 Union Road, Cheektowaga, and the Ellicott Square Building, 295 Main Street, Buffalo. The 11 GHz link is used for data and voice transmissions between these locations. Radios are in a dual 2+0 Configuration. Six foot dual Polarized high performance antennas are used at each end.

3.1 Equipment to be Serviced:

The equipment to be serviced is presently installed and operating and consists of:

	EQUIPMENT LIST		TOTAL	UNION RD	ELLICOTT SQ
	DESCRIPTION		QTY	QTY	QTY
1.00	TRANSMISSION EQUIPMENT				
1.00	Eclipse products				
1.01	Eclipse IRU 600 2+0/2+0 11 GHz w/INUe		2	1.00	1.00
1.02	IRU600 Rfsection Assembled 2+0 1 Ant	EV104-HB-HB-000	4	2.00	2.00
	TxTxrxrx Main 3RU, High Power / High Power,				
	11Ghz				
1.03	Ext Brkt Kit IRU600 2 Shelf	179-530089-001	2	1.00	1.00
1.04	Wg Ext Kit 11Ghz 2Nd Shlf 2+0/Fd	179-530090-0225	2	1.00	1.00
1.05	RAC 60, 380Mbps, 56Mhz, 256QAM+DPP	EXR-660-001	8	4.00	4.00
1.06	Eclipse, intelligent Node Unit, 2RU Ext, incl. IDCe,	EXX-000-202	2	1.00	1.00
	Fan 2RU, NCCv2				
1.07	DAC Ge3, Gigabit Ethernet Switch Card	EXD-181-001	4	2.00	2.00
1.08	Gigabit Ethernet Sfp, Optical 1000Base-Lx 10 Km,	EXG-261-SFP-GE-O	4	2.00	2.00
	Plug-in Module				
	(LS38-C3S-TC-N)				
1.09	Sfp to Sfp Fiber Cable Assy, DAC Ge3, 1M	037-579461-001	4	2.00	2.00
1.10	Auxiliary & Alarm 1/O Option Card	EXA-001	2	1.00	1.00
1.11	Node Protection Card	EXS-001	2	1.00	1.00
1.12	Node SW License, 1.2 Gbps total Radio Payload	EZE-08008	2	1.00	1.00
	Capacity				
1.13	Layer 1 Link Aggregation On DAC Ge	EZF-01	4	2.00	2.00

	T				1
3.00	ANTENNA SYSTEMS				İ
3.00	Antennas and Waveguides				
3.01	ANTENNA, 6' DUAL POL 11 GHZ WITH RADOME	DDP6P-3J107BSE	2	1.00	1.00
3.02	Elliptical Waveguide, 10.2–11.7 Ghz, Standard, Wr90, Per Foot	EW90	550	400.00	150.00
3.03	Cpr90 Connector, Fixed-Tuned	190SE	8	4.00	4.00
3.04	Hanger Kit (Kit of 10) 11Ghz	42396A-5	18	12.00	6.00
3.05	Hardware Kits	31769-1	18	12.00	6.00
3.06	Ground Bus	GBI1446J	1		1.00
3.07	Grounding Kit (24", 2 Hole, Lug Attached) 11, 13Ghz	241088-2	12	6.00	6.00
3.08	Ldf4.5 Hoisting Grip (29958)	AND-29958	4	2.00	2.00
3.09	Pressure Window 11Ghz	55001-90	4	2.00	2.00
3.10	Entrance Panel, Single	204673-1	1		1.00
3.11	Flex Waveguide Wr90, 8.2-12.4 Ghz, Cpr90G/Cpr90G, 36 in (F090CCS3, FT16-PVZ-021-021/M900)	FWG-103200-900	4	2.00	2.00
3.12		31771-4	5	3.00	2.00
3.13	Automatic Dehydrator, 2.0-5.0 Psig, 115/230 Vac, 50/60 Hz, 19" Rack Mount	MT050A-81015	1		1.00
4.00	ADDITIONAL EQUIPMENT				
4.01	48 V DC POWER SYSTEM fp2+24/150 2ac 2b21 gmt lvbd	272574/241115.105/236	2	1.00	1.00
4.02	BATTERY STRING	PRC1235	1		1.00
4.03	CONNECTORS/CABLES/HARDWARE	MISC	2	1.00	1.00

3.2 **System Verification:**

Site visits for the Contractor to verify the equipment included in the system will be arranged as requested. By submitting a proposal the Contractor is verifying that he understands the existing system.

3.3 Place of Service:

All equipment is located at 3030 Union Road, Cheektowaga and Ellicott Square Building, Buffalo, New York. In case servicing requires removal of the equipment to the Contractor's shop, the Contractor shall be available, through the original equipment manufacturer, for availability of exchange assemblies to facilitate the repair of defective assemblies.

3.4 **Standard of Service:**

The Contractor will have a working knowledge of Aviat Eclipse products and shall service all equipment at a level that will provide reliable communications. Contractor to be an Approved/Authorized to sell, support and service Aviat Radio Equipment and must provide a letter attesting to this with the RFP. All service and adjustments shall restore the equipment to original manufacturer's operating levels as follows:

3.4.1 Standard Coverage:

Principal period of maintenance is seven (7) days per week, twenty-four (24) hours a day.

3.4.2 Response Time:

- a. Telephone response will be made by a service engineer within one (1) hour from the time the trouble is reported to determine the nature of the problem.
- b. Site response by a service engineer will be twenty-four (24) hours for minor (non-service interrupting) troubles and four (4) hours for major (service interrupting) troubles from the time the trouble is verified by an engineer via telephone.
- 3.4.3 Spare Part Support (Item 3 in Section 5, Proposal Requirements):

The Contractor will be responsible for all repair/replacement costs required to maintain the customer's spare inventory for the system, which consists of the following items:

	Part Number	Quantity
Rfu, Hp, IRU600, 11 Ghz Lb,	ERH-111-001	1
10700-11200 Mhz		
Rfu, Hp, IRU600, 11 Ghz Hb,	ERH-112-001	1
11200-11700 Mhz		
Auxiliary & Alarm 1/O Option	EXA-001	1
Card		
Fan Card Mk2	EXF-002	1
INUe, 2RU Fan Card	EXF-101	1
Node Controller Card, Serial Mgmt,	EXN-002	1
Version 2		
DAC Ge, Gigabit Ethernet V2	EXD-180-002	1
RAC 60, 380Mbps, 56Mhz,	EXR-660-001	1
256QAM+DPP		
Node Protection Card	EXS-001	1
DAC Ge3, Gigabit Ethernet Switch	EXD-181-001	1
Card		
Gigabit Ethernet Sfp, Optical	EXG-261-SFP-GE-O	1
1000Base-Lx 10 Km, Plug-in		
MODUle (LS38-C3S-TC-N)		
Sfp to Sfp Fiber Cable Assy, DAC	037-579461-001	1
Ge3, 1M		
Rectifier Module, HE	241115.105	1

- 1. The Vendor must have adequate ability to test and support the wireless network and at a minimum must have the following test equipment:
 - a. Path Alignment Equipment, including: i. XL Microwave, Model 2200 or equivalent
 - b. RF Test Equipment:
 - i. Hewlett Packard, counter/power meter, Model 5348A or equivalent
 - ii. Hewlett Packard, Hi power sensor, Model 8485A or equivalent
 - iii. Hewlett Packard, Low power sensor, Model 8485D or equivalent

- iv. Hewlett Packard, 70 db step attenuator, Model 8495B #1 or equivalent
- v. Hewlett Packard, 11 db step attenuator, Model 8494B #1 or equivalent
- vi. Antritsu 3-20 g Sweep analyzer, Model S820D or equivalent vii. IFR, RF Analyzer, Model 1200S or equivalent
- c. Packet (Traffic Generator) testing equipment for the monitoring of Ethernet Traffic Throughput including:
 - Gigabit Ethernet Traffic: Sunrise Telecom Model SSMTT-EPL with proper modules and interfaces or equivalent to monitor Gigabit Ethernet traffic
 - ii. Ixia 400 Traffic Generator (or equivalent) Performance Monitor with 10/100 Ethernet modules
- d. Bit Error Rate Testing equipment i. Digital Lightwave, Model ASA-PKG-OC12 for DS1/DS3, OC3 testing or equivalent

3.4.4 Planned Maintenance:

The Contractor will perform two (2) complete system checkups per year. The Contractor must supply an appropriate checklist which must be approved by the Erie County Water Authority for each checkup.

Miscellaneous additional work will only be performed upon approval from the Erie County Water Authority. A proposal indicating Scope of Work and Estimated Cost will be required and prior approval from the Erie County Water Authority is required.

3.5 Parts and Materials Costs

The Contractor shall provide Aviat Eclipse products or equivalent repair parts for all parts which fail to operate as a result of age or normal wear and usage, which are not included in the Spare Part Support Section above.

Parts and materials in addition to those identified in Section 3.4.3 above will be paid for by the Erie County Water Authority. Prior written notification and approval from the Erie County Water Authority will be needed before service is performed. Profit and overhead are to be charged on parts and materials only at a rate not to exceed 15%. The Contractor shall provide copies of parts and material invoices with their bills.

3.6 Right to Subcontract

The Contractor shall not have the right to subcontract the whole or any part of this service contract unless written permission is first obtained from the Water Authority.

3.7 Payment

The Contractor shall, on the first day of each year under this contract, invoice the Erie County Water Authority for Items 3 and 4 in the Proposal Requirements in advance in accordance with the annual charge agreed upon in this contract.

All labor and parts charges not covered by this contract shall be invoiced at the time these charges are incurred. Invoices shall show dates, nature of charge and identification of locations involved.

3.8 Contract Period

The contract period will be January 1, 2019, through December 31, 2020, (two years). If the Erie County Water Authority and the Contractor mutually agree to continue this contract after December 31, 2020, it shall be extended for not more than one 1-year on the same terms and conditions provided for herein. The Contractor shall provide written notification to the Erie County Water Authority of the contract extension prior to the expiration of the initial term of this contract.

3.9 Service Vendor Qualifications

- 1. Must have been engaged in the service of this type of microwave equipment regularly for at least four (4) years prior to bid opening.
- 2. Must comply with Water Authority insurance requirements (attached).

3.10 Notices to Proposers

- 1. All parts and materials supplied under this contract shall be new and unused.
- 2. All replaced parts and materials shall be removed from the work site and disposed of using proper disposal methods.
- 3. Proposer must submit a completed insurance form with bid (see attached).
- 4. This contract for work, materials and/or supplies, at the sole discretion of the Authority, may include additional work, materials or supplies for the purpose of completing this contract as originally proposed and designed. Such additional work, materials and supplies shall be ordered by the Authority in writing and shall be paid pursuant to unit contract prices contained in this contract, or where there are no such unit prices, by a lump sum proposal accepted by the Authority in writing.
- 5. If you have any questions concerning this RFP, please contact Jeffrey C. Schlierf, Acting Manager of Data Processing, at 716-685-8271.

4. Additional Information:

All questions, requests for information and requests for site visits are to be directed to:

Jeffrey C. Schlierf Acting Manager of Data Processing

Telephone: 716-685-8271 E-mail: jschlierf@ecwa.org

5. Proposal Requirements:

Item 3:

Proposals are to be submitted in letter format and be concise, specific and straightforward. All pertinent information is to be contained in the proposal. The use of artwork, special covers, and extraneous information in the proposals is discouraged and will be looked upon negatively. Proposals are to remain valid for a period of 90 days.

The proposal is to address the following:

Item 1: Qualifications and related experience of the firm.

Item 2: Annual Fee for service at both locations (24 hours per day, 7 days a week coverage) during January 1, 2019 through December 31, 2021.

Annual Fee for spare part support. (See Item 3.4.3 above)

Item 4: Hourly rate and other applicable charges for miscellaneous additional work.

(See Item 3.4.4 above)

Item 5: Required NYS Finance Law Certifications Forms A, B and C and Proposer

Certification

Proposals will be accepted until <u>4:00pm</u> on <u>Friday, ??????? ??, 2018</u>. Four copies of the proposal are to be mailed (including Federal Express, UPS, Priority Mail, etc.) or hand delivered in a sealed envelope which is clearly marked on the outside with "PROPOSAL – MICROWAVE RADIO MAINTENANCE SERVICES" and delivered to:

Jeffrey C. Schlierf, Acting Manager of Data Processing Erie County Water Authority 3030 Union Road Buffalo, New York 14227

Proposals received after this time will not be considered and will be returned unopened.

Evaluation and selection:

All proposals will be evaluated by an in-house committee comprised of Authority personnel familiar with the Authority's communication system requirements. Interviews and/or presentations of the proposals will be requested if needed. The proposals will be evaluated based on the criteria listed above. The Authority reserves the right to reject any and all offers and all responses as well as to waive any irregularities or informality if it is deemed by the Authority to be minor. The Authority has the right to reject any or all proposals in the best interest of the Erie County Water Authority.

The issuance of this request for proposal constitutes only an invitation to present response from potential parties. The Erie County Water Authority and the RFP review and selection committee reserve the right to determine in their sole discretion, whether any aspect of the proposal satisfactorily meets the criteria set forth in this Request for Proposal. The Erie County Water Authority and its committee reserves the right to seek additional information and clarifications as well as financial information from the respondents submitting a

proposal. The Authority reserves the right to negotiate with any respondent submitting a response, and the right to reject any or all responses with or without cause, in the event that the RFP is withdrawn by the Erie County Water Authority for any reason. The Erie County Water Authority shall have no liability to any respondent for any costs or experiences incurred in connection with this Request for Proposal or otherwise.

The detailed scope of work and fee for consulting services will be negotiated with the selected firm. An agreement will then be executed pending successful negotiations and authorization by the Authority's Board of Commissioners. All firms submitting proposals will be notified of the selection results. It is anticipated that the selection process will be completed by December 3 2015, and that an agreement will be executed by December 31 2015.

7. Terms and Conditions:

- All proposals become the property of the ECWA.
- The ECWA shall have no financial responsibility for any costs assumed by the "Proposer" in submitting the RFP.
- Each proposal shall be prepared simply and economically, and should provide straightforward and concise responses that satisfy the requirements of the RFP.
- The ECWA reserves the right to request additional information from any and all Proposers to assist in the evaluation process. It is the responsibility of the Proposer to inquire about and clarify any aspect of the RFP that is not understood.

8. <u>Acceptance/Rejection</u>

The Authority reserves the right to accept or to reject any or all of the proposal(s) and to select the proposal(s) which, in the opinion of the Authority, will be in the Authority's best interest. The Authority also reserves the right to reject the response of any respondent who has previously failed in the proper performance of any agreement with the Authority. The Authority specifically may choose other than the lowest cost proposal in order to provide the requisite experience and background which are deemed to be most appropriate for the Authority.

THE ISSUANCE OF THIS RFP CONSTITUTES ONLY AN INVITATION TO PRESENT PROPOSALS. THE AUTHORITY AND THE RFP EVALUATION COMMITTEE RESERVE THE RIGHT TO DETERMINE, IN THEIR SOLE DISCRETION, WHETHER ANY ASPECT OF THE PROPOSAL SATISFACTORILY MEETS THE CRITERIA ESTABLISHED IN THE RFP. THE AUTHORITY AND THE RFP EVALUATION COMMITTEE RESERVE THE RIGHT TO SEEK ADDITIONAL INFORMATION AND/OR CLARIFICATION FROM ANY RESPONDENT, THE RIGHT TO NEGOTIATE WITH ANY RESPONDENT SUBMITTING A RESPONSE, AND THE RIGHT TO REJECT ANY OR ALL RESPONSES, WITH OR WITHOUT CAUSE. IN THE EVENT THAT THE RFP IS WITHDRAWN BY THE ECWA FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE FAILURE TO OCCUR OF ANY OF THOSE THINGS OR EVENTS SET FORTH HEREIN, THE AUTHORITY SHALL HAVE NO LIABILITY TO ANY RESPONDENT FOR ANY COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE RFP OR OTHERWISE.

FORMS A, B, and C

SECTION 139 OF STATE FINANCE LAW

Pursuant to State Finance Law §§139–j and 139–k, this Invitation to Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers, through final award and approval of the Procurement Contract by the Governmental Entity. The designated contact is identified in the Notice to Bidders. Governmental Entity employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder 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 4-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in §§139–j and 139–k of the New York State Finance Law and the Erie County Water Authority's Procurement Disclosure Policy.

- Form A Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law.
- Form B Offerer's Certification of Compliance with State Finance Law.
- Form C Offerer's Disclosure of Prior Non-Responsibility Determinations.

Contract Termination Provision.

FORM A

Offerer's Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §139–j and §139–k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comentative to permissible contacts as require §139–j(6)(b).					
By:	Date:				
Name:					
Title:					
Contractor Name:					
Contractor Address:					

FORM B

Offerer's Certification of Compliance With State Finance Law §139-k(5)

Instructions:

A Governmental Entity must obtain the required Certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139–j. The Offerer must agree to the Certification and provide it to the procuring Governmental Entity. It is required that the Certification be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:						
I certify that all information provided to the Governmental Entity with respect to State Finance Law $\S139-k$ is complete, true, and accurate.						
By: Date:						
Name:						
Title:						
Contractor Name:						
Contractor Address:						

FORM C

Offerer's Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139–k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139–j. 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: (a) a violation of State Finance Law §139–j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §139–k(1). State Finance Law §139–j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139–j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

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 law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §139–j(10)(b) and §139–k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139–k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement no later than when the Offerer submits its proposal.

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:			
Ac	ldress:		
Na	me and Title of Person Submitting this Form:		
Co	ontract Procurement Number:		
Da	tte:		
1.	. Has any Governmental Entity made a finding of non-responsibility regarding the individual of entity seeking to enter into the Procurement Contract in the previous four years? (Pleas circle): No Yes		
	If yes, please answer the next questions:		
2.	Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139–j (Please circle): No Yes		
3.	Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes		
4.	. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.		
Go	overnmental Entity:		
Da	te of Finding of Non-Responsibility:		
Ba	sis of Finding of Non-Responsibility:		
(A	dd additional pages as necessary)		

FORM C (Continued)

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? (Please circle): No Yes
6.	If yes, please provide details below. Governmental Entity:
	Date of Termination or Withholding of Contract:
	Basis of Termination or Withholding:
	(Add additional pages as necessary)
	ferer certifies that all information provided to the Governmental Entity with respect to State nance Law §139-k is complete, true, and accurate.
Ву	: Date: Signature
Na	me:
Tit	le:

Contract Termination Provision

Instructions:

A Contract Termination Provision will be included in each Procurement Contract governed by State Finance Law §139–k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139–k and 139–j shall contain a provision authorizing the Governmental Entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §139–k(1).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139–k(5), the Governmental Entity is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139–k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

PROPOSER CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my response. I agree that my response to the RFP will remain firm for a period of up to 120 days in order to allow the Authority adequate time to evaluate all responses.

I agree to abide by all conditions of this RFP.

I certify that all information contained in my response to the RFP is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of my firm as its act and deed and that my firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response to the RFP is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response to the RFP for the same product or service; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS	
BY:	
SIGNATURE	
NAME & TITLE, TYPED OR PRINTED	
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
() TELEPHONE NUMBER	