

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL AUDITING SERVICES**

for the
DUTCHESS COUNTY RESOURCE RECOVERY AGENCY
POUGHKEEPSIE, NEW YORK

AUGUST 7, 2017

Deadline for the Submission of Proposals

SEPTEMBER 12, 2017 at 3:00 PM

SUBMIT PROPOSALS TO:
DUTCHESS COUNTY RESOURCE RECOVERY AGENCY
96 Sand Dock Road
Poughkeepsie, New York 12601

Contact Person: Ms. Denise Walsh

Telephone: 845-463-6021

Fax: 845-462-6090

Email: dwalsh@dcrra.org

www.dccra.org

NOTICE TO PROPOSERS FOR PROFESSIONAL AUDITING SERVICES

DUTCHESS COUNTY RESOURCE RECOVERY AGENCY

POUGHKEEPSIE, NEW YORK

Notice is hereby given that Proposals for Professional Auditing Services on behalf of the Dutchess County Resource Recovery Agency (DCRRA), will be received by the DCRRA at the DCRRA's office at 96 Sand Dock Road, Poughkeepsie, New York 12601, until 3:00 p.m. EST on September 12, 2017.

Copies of the request for proposals may be obtained from the DCRRA by contacting the Interim Executive Director (icarille@dcrra.org) or the Deputy Executive Director (dwalsh@dcrra.org), and will be online at www.dcrra.org.

The DCRRA retains the right to reject any or all Proposals, to waive any informality in any Proposal, to accept one or more Proposals which in its sole judgment best service its interest, and to negotiate terms of an agreement with the selected Proposer(s).

RFP CONTENTS

Section 1 – Introduction

Section 2 – Purpose

Section 3 - Tasks

Section 4 – Instructions to Proposers

Attachment A – Letter of Transmittal

Attachment B - Billing Rate Tables for each Task

Attachment C– Proposer Information

Attachment D – Non Collusion Certificate

Attachment E – Proposer's Affirmation and Certification

Attachment F – Disclosure of Prior Non-Responsibility Determinations

Request for Proposals (RFP) for Professional AUDITING Services in connection with the Dutchess County Resource Recovery Agency (DCRRA)

Section 1 - Introduction

The Dutchess County Resource Recovery Agency (DCRRA) is a public benefit corporation established in 1982 pursuant to section 2047 of the NYS Public Authorities Law. DCRRA was established to oversee the construction, financing and operation of the Resource Recovery Facility (Facility). The prime objective of the DCRRA has been to make Dutchess County self-sufficient in the management of solid waste by providing a publically owned disposal facility. The DCRRA is governed by a 7-member Board of Directors and managed by an Executive Director, Deputy Executive Director and two (2) part-time staff. Approximately 77% of Municipal Solid Waste (MSW) generated and not recycled in Dutchess County is processed at the Facility.

The Facility is located at 96 Sand Dock Road in Poughkeepsie, New York. The Facility has been in operation since 1989. The Facility is currently being operated by Wheelabrator Dutchess County LLC (Contractor), pursuant to a contract with the DCRRA. The contract expires in 2027. The contract provides for an extension to June 30, 2039. The Facility receives MSW from solid waste haulers and local municipalities and recovers energy in the form of steam and electricity using a mass burning technology in which the waste is combusted with little or no sorting or pre-processing. The Facility uses the O'Connor rotary combustor system, which consists of a water cooled steel rotating drum and a stationary outer casing. More information about the Facility is available at www.DCRRA.org.

The DCRRA's annual audit of its financial statements (2016 fiscal year) is available on the DCRRA's web-site (www.dcrra.org) for pre-submission review and use by the successful Proposer.

The DCRRA's annual report and budget reports (business report) set forth the approved revenue, expenditures, and related financial information and are available on the DCRRA's web-site.

The DCRRA currently has one bond issue as follows:

Series 2017 bond totaling \$12,130,000.

Section 2 - Purpose

The Dutchess County Resource Recovery Agency through this Request for Proposals ("RFP") is soliciting proposals from Certified Public Accounting Firms with experience in New York State to audit the business-type activities of the DCRRA which comprise the basis for its Year-End Financial Statements for the fiscal years ending December 31, 2017 through December 31, 2019; with two additional single-year extensions at DCRRA's option.

The Proposer shall state the fees separately for auditing the DCRRA's Year-End Financial Statements for each of the initial fiscal years (2017, 2018, 2019) described by this RFP by completing an individual Cost Proposal (Attachment B) for each task.

The DCRRA through this RFP also seeks quotes on the following supplemental accounting services, including, but not limited to:

- a) Audit of internal controls (extended) – This audit shall be separate, and in addition to, the internal controls report already required by Government Auditing Standards as part of the annual audit of the DCRRA's financial statements. Frequency: once in 2017, and "as needed", annually thereafter. (Attachment B-2);
- b) Compilation and audit of DCRRA Net Service Fee (NSF) calculation due from Dutchess County - Frequency: two times per year. (Attachment B-3);
- c) Test compliance with Investment Guidelines Pertaining to Public Authorities - Frequency: once annually, or as needed. (Attachment B-4);
- d) Calculation of DCRRA's arbitrage liability - Frequency: once annually, or as needed. (Attachment B-5);
- e) Calculation of Supplemental Compensation due from DCRRA's Waste- to-Energy facility contract operator Frequency: once annually, or as needed. (Attachment B-6)

A Proposer may furnish quotes for all supplemental accounting services noted above; for none of them; or may propose on select supplemental services using the Attachments (Attachments B-2 thru B-6) contained within this RFP, along with any other documents the Proposer finds necessary to include with its response to this RFP.

These audits and supplemental services are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Offices (GAO) Government Auditing Standards (2007 or most recent edition), the provisions of the federal Single Audit Act of 1984 (as amended), US Office of Management and Budget (OMB) Circular A-133 (Audits of State and Local Governments), and current Governmental Accounting Standards Board (GASB) standards/requirements, including, but not limited to, GASB 34, GASB 45, etc. The auditor is expected to address any additional federal or state requirements which may be adopted during the term of the contract and which are, by such rule or statute, made a part of the audit process.

Further, the following Required Supplemental Information (RSI) pursuant to GASB shall be included with the annual audit of the DCRRA's year-end financial statements: a) Management Discussion and Analysis; and b) Schedule of Funding Progress for Other Post- employment Benefits Plan.

Section 3 - Tasks

Primary Task (Annual Audit of Financial Statements):

The successful Proposer will be called upon to express an opinion on the fair presentation of the DCRRA's general purpose financial statements in conformity with generally accepted accounting principles.

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue reports pursuant to OMB A-133.

The Auditor's report(s) may be in a form of either combined or separate reports and may be organized differently from the manner presented in this section. The Auditor' report(s) shall include:

- a) An opinion (or disclaimer thereof) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles;
- b) A report on internal control related to the financial statements and as otherwise required by Government Auditing Standards. This report shall describe the scope of testing of internal control and the results of the tests, and where applicable, refer to the separate schedule of findings and questioned costs described in OMB A-133.505(d). In the report, the auditor shall communicate any reportable conditions found during the audit to the DCRRA's Audit Committee and governing Board. (A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the DCRRA's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements);
- c) Reportable conditions that are also material weaknesses shall be identified as such in the report;
- d) Non-reportable conditions discovered by the auditors shall be reported in a separate management letter which shall be sent to the DCRRA's Audit Committee and governing Board, and referenced in the report on internal control;
- e) The report on compliance shall include all material instances of noncompliance and shall be reported in a separate management letter which shall be sent to the DCRRA's Audit Committee and governing Board;
- f) The auditor shall be required to make an immediate, written report of all irregularities, illegal acts or indications of the same for which the auditor becomes aware of, to the DCRRA's Audit Committee and governing Board;
- g) The auditor shall evaluate and report on the schedule of the DCRRA's bonds and other debt;
- h) The auditor shall be required to assure itself that the DCRRA's Audit Committee is informed of the following:
 - The auditor's responsibility under generally accepted auditing standards.
 - Significant accounting policies.
 - Management judgments and accounting estimates.

- Significant audit adjustments.
 - Other information in documents containing financial statements.
 - Disagreements with management.
 - Management consultation with other accountants.
 - Major issues discussed with management prior to retention.
 - Difficulties encountered in performing the audit.
- i) Deliverables: Draft report(s) – The auditor shall provide the DCRRA’s management and Audit Committee with a minimum of three paper copies and an electronic copy of the same ten days prior to DCRRA’s regularly-scheduled March Board meeting (generally the third Thursday of the month);
 - j) Deliverables: Final report(s) – The auditor shall provide the DCRRA’s management and entire governing Board with a minimum of ten paper copies and an electronic copy of the same by DCRRA’s regularly-scheduled March Board meeting;
 - k) The auditor shall be required to meet at least once with DCRRA’s Audit Committee prior to the commencement of any work on the annual audit of Financial Statements, including any field work, the auditor may perform;
 - l) The auditor shall be required to meet at least once with DCRRA’s Audit Committee after the draft report has been completed of the annual audit of Financial Statements;
 - m) The auditor shall be required to meet with the DCRRA’s governing Board at least once after the final report has been completed of the annual audit of Financial Statements.

TASK: Compilation and audit of DCRRA Net Service Fee (NSF) calculation:

Task Deliverables: The auditor shall test and report on the annual reconciliation of the calculation of the net service fees for the DCRRA within 30 days following the end of the DCRRA’s fiscal year.

Task Deliverables: The Reports for the DCRRA three-month NSF calculation shall be for the period of January 1 of the calendar year and ending on March 31 of the calendar year; and for the nine month period of April 1 through December 31 of the calendar year. The auditor shall provide the DCRRA’s management and Audit Committee with a minimum of five paper copies and an electronic copy of its report within 30 days of the end of the three month calculation period and within 30 days of October 31 of the calendar year, with estimates of the November and December periods. The DCRRA reserves the right to suspend (either temporarily or permanently) the execution of this Task upon 30 days’ notice to the auditor at no penalty to the DCRRA.

TASK: Test compliance with Investment Guidelines:

The auditor shall test and report on the DCRRA’s compliance with Investment Guidelines for Public Authorities.

Task Deliverables: Report on compliance. The auditor shall provide the DCRRA's management and Audit Committee with a minimum of five paper copies and an electronic copy of its report by March 31.

TASK: Calculation of DCRRA's arbitrage liability:

The auditor shall test and report on the calculation of the agency's arbitrage liabilities.

Task Deliverables: Report on compliance. The auditor shall provide the DCRRA's management and Audit Committee with a minimum of five paper copies and an electronic copy of its report by March 31.

TASK: Calculation of Supplemental Compensation:

The Auditor shall assist the DCRRA with complying with Article 6.5 of the Service Agreement (Agreement) with Wheelabrator Dutchess County LLC.

Task Deliverables: Such process shall reconcile all payments by the DCRRA and Contractor under the Agreement.

The objective of the Task shall be solely for the information of the DCRRA; to assist the DCRRA with complying with Article 6.5 and its Service Agreement with Wheelabrator Dutchess County LLC; and to reconcile all guarantees and payments under the aforementioned Service Agreement on an annual basis and to determine if there are any shortfalls or overcompensation in the Supplemental Compensation (as defined in said Service Agreement) pursuant to Article 6.5 of said Service Agreement.

The DCRRA will be responsible for the Calculation of Supplemental Compensation and the completeness and accuracy of the data supplied to the Auditor with respect to the Calculation. The Auditor shall receive a summary of the annual performance of the Resource Recovery Facility in the form of a draft annual reconciliation report, along with a detailed draft calculation spreadsheet, authored by the DCRRA's Engineer or DCRRA staff. The draft annual reconciliation report will rely upon the DCRRA's own records to summarize and conduct performance calculations on the facility operations during the course of the year. The auditor will review the draft annual reconciliation report and advise the DCRRA's Engineer (or DCRRA staff, if applicable) of any errors or omissions requiring action in order to correct the report draft and to place it into final form; as well as to advise the DCRRA's Engineer and/or staff of any corrections needed to be made to the DCRRA's records themselves. The auditor will confirm that its suggested corrections have been made and to advise the DCRRA of the same in the auditor's Summary of Findings.

Task Deliverables: Summary of Findings on the Calculation of Supplemental Compensation. The auditor shall provide the DCRRA's management and Audit Committee with a minimum of five paper copies and an electronic copy of its Summary of Findings by March 31.

Section 4 – Instructions to Proposers

Timeline:

RFP Release:	August 7, 2017
Questions on RFP due:	August 21, 2017
Responses to questions on RFP:	August 28, 2017
Proposal submission:	September 12, 2017
Proposal review by DCRRA Audit Committee:	September 14, 2017
Proposers interviewed by Committee: (Optional by Board)	September 15-20, 2017
Selection/Award of Contract:	September 21, 2017

Required Experience

Proposers shall be duly licensed Certified Public Accountants lawfully permitted to practice and perform auditing services in New York State. Proposers should have a minimum of five years of public sector (i.e., municipal, state or other public entity/corporation) accounting experience in New York State. Proposers should have minimum of three years’ experience in auditing the annual financial statements of Public Benefit Corporations based in New York State.

Cost

Proposers must specify a flat fee, hourly rate(s) or a combination of flat fee and hourly rate charges, together with a table of reimbursable expenses.

Proposal Submission:

Proposals will be received (hard copies only) no later than 3:00 p.m. (local time) on Tuesday, September 12, 2017 at the DCRRA’s offices located at 96 Sand Dock Road, Poughkeepsie, New York 12601.

Each Proposer shall submit five (5) hard copies of the proposal (Attachments A through F).

Questions from Proposers regarding the interpretation of any portion of this RFP shall be in writing and received at the DCRRA by email, mail, express delivery service, facsimile or hand delivery no later than 4:00 pm (local time) on Monday, August 21, 2017. All questions should be directed to:

Denise Walsh, Deputy Executive Director
Dutchess County Resource Recovery Agency
96 Sand Dock Road
Poughkeepsie, New York 12601

All questions from Proposers and responses thereto will be furnished on or about August 28, 2017 to potential Proposers whom have provided the DCRRA with contact (mail, fax, email, telephone, contact person) information.

New York State's State Finance Law Sections 139-j and 139-k:

All procurements by the DCRRA in excess of \$15,000 annually are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("Lobbying Law"). All "contacts" (defined as oral, written or electronic communications with the DCRRA intended to influence a procurement) during a procurement must be made with the designated Point of Contact, the Audit Committee Chairman, or the Agency's Executive Director. Exceptions to this rule include written questions during the proposal process, communications with regard to protests, contract negotiations, and RFP conference participation. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest or complaint under existing administrative or judicial procedures.

The statutes require the DCRRA to obtain certain affirmations and certificates from Proposers. See Attachment E.

Disclosure of Prior Non-Responsibility Determinations:

New York State Finance Law Section 139-k(2) obligates the DCRRA to obtain specific information regarding prior non-responsibility determinations and that Attachment F be completed and submitted by all Proposers.

Preparation of Proposals:

Each proposal shall be submitted on copies of the forms provided herewith (Attachments A through F), supplemented with additional sheets as necessary, and signed by a person authorized to commit the Proposer to enter into a contractual arrangement with the DCRRA.

The forms to be submitted are as follows:

Attachment A - Letter of Transmittal

Attachment B - Cost Proposals (B-1 thru B-6)

Attachment C - Proposer Information

Attachment D - Non-Collusion Affidavit

Attachment E - Proposer's Affirmation and Certification

Attachment F - Disclosure of Prior Non-Responsibility Determinations

Proposer Qualifications:

Each Proposer shall demonstrate the capability, experience, qualifications and financial resources to provide the services described in this RFP. The required qualification submittal shall include general company information, pertinent experience and references. All of the information submitted will be considered in evaluating the Proposer's ability to perform the services described in this RFP. (See Attachment C - Proposer Information).

Proposers should have minimum of three years' experience in performing audits of annual financial statements of Public Benefit Corporations based in New York State. Preference shall be given to qualified accounting firms whom have offices located in Dutchess County, NY.

Proposers shall be familiar with the requirements of the NYS Public Authorities Accountability Act of 2005 and Public Authorities Reform Act of 2009 as such may pertain to the services sought by the DCRRA through this RFP.

The DCRRA may request such additional information from Proposers as it deems necessary.

Non-Collusion:

Each Proposer shall execute and submit a Non-Collusion Affidavit in the form provided herein to the effect that it has not colluded with any other person, firm, or corporation with regard to the preparation of this proposal, as provided for in Section 103-d of the General Municipal Law of the State of New York. (See Attachment D).

Rights and Options of the DCRRA:

- a) The DCRRA reserves the following rights and options with respect to any and all proposals submitted in response to this RFP;
- b) To select and enter into negotiations and enter into a contract with one or more Proposers concurrently or consecutively, whose proposals, in the sole judgment of the DCRRA, are most responsive to this RFP;
- c) To supplement, amend, or otherwise modify this RFP, or to withdraw this RFP entirely;
- d) To change or alter the schedule for any event called for in this RFP;
- e) To require additional information from any Proposer as a condition for continuing negotiations;
- f) To require Proposers to submit references with respect to performance of services, including those similar to those required under this RFP, or to the financial condition of the Proposer;
- g) To conduct background checks of all Proposers and their principals and employees; and
- h) To reject any or all proposals.

Proposal Evaluation:

Proposals will be evaluated to determine the proposal that best serves the interests of the DCRRA. Overall cost to the DCRRA will be an important criteria for evaluation, but the DCRRA may award the contract to a responsible Proposer whose proposal is most responsive to the RFP, provides the best value to the DCRRA and is in the best interest of the DCRRA.

Negotiations:

The DCRRA expects to expeditiously enter into negotiations for a contract with one or more Proposers whose proposals appear to serve the interests of the DCRRA. The DCRRA may negotiate simultaneously with one or more Proposers or may conduct sequential negotiations.

Contract Requirements:

The following provisions will be included in any Agreement resulting from this RFP:

Insurance: The Consultant and all subcontractors shall at minimum and as determined by the DCRRA carry, throughout the life of the Agreement, the following coverage issued by an insurance carrier licensed to conduct business in the State of New York:

- Statutory Workers' Compensation coverage in compliance with the Compensation Law of the State of New York. In the event the statute does not require coverage of Consultant, Consultant must complete NYS Workers' Compensation Board Form CE-200 and provide the DCRRA with a certificate of attestation of exemption.
- Comprehensive General and Employer's Liability including premises, written on an occurrence basis--\$1,000,000 each occurrence, \$2,000,000 total.
- Automobile Liability - \$1,000,000 combined single limit bodily injury and property damage covering motor vehicles owned, non- owned, hired or otherwise used by, or furnished for, or used in connection with, the services provided.
- Professional Liability and errors and omissions coverage - \$1,000,000 in aggregate for all professional services to be provided.
- The Additional Insured endorsement page(s) for all coverages must be provided to the DCRRA.

Failure to take out or to maintain, or the taking out or maintenance of any required insurance shall not relieve Consultant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or limit Consultants obligations concerning indemnification. All property losses shall be made payable to and adjusted with the DCRRA. All Certificates of Insurance shall be approved by the DCRRA prior to commencement of any work under this Agreement.

All insurance policies shall contain a provision whereby the insurer agrees to provide the DCRRA not less than 30 days' notice of amendment, cancellation, or non-renewal. In addition, all policies shall name the DCRRA as additional insured.

The Consultant shall also carry such other coverages as the DCRRA may require depending on the nature of its proposal and the relationships among the contracting parties.

Indemnification: The Consultant shall indemnify the DCRRA for all losses, costs, and liability including costs of defense, settlement, and reasonable attorney's fees, arising out of Consultant's performance, or non-performance, of the services covered by this RFP.

Permits and Approvals: Consultant shall at all times maintain all required permits, licenses, and approvals to perform the work. Consultant may not sub-contract out for any portion of the work unless specifically authorized in writing by the DCRRA.

All drawings, specifications, reports, information, calculations or data prepared by or furnished to Consultant in connection with any or all work to be performed under this Agreement shall be the property of the DCRRA. The Consultant may retain copies of its work.

* * * * *

ATTACHMENT A - LETTER OF TRANSMITTAL

Date: _____, 2017

Proposal of _____
(hereinafter called "Proposer") a corporation/partnership/LLC/joint venture/individual/other (circle one) doing business as

Type of Services: Consultant – Professional Auditing Services

To: Denise Walsh, Deputy Executive Director
Dutchess County Resource Recovery Agency
96 Sand Dock Road
Poughkeepsie, New York 12601

Subject: CONSULTANT - PROFESSIONAL AUDITING SERVICES

To Whom It May Concern:

The Proposer, in response to your Request for Proposals dated August 7, 2017, and having carefully read the Request for Proposals, hereby proposes to furnish all necessary labor, materials, services, and supplies to perform the services described in the RFP in accordance with all laws and regulations in effect on the date of this proposal, within the agreed time period, and at the prices set forth in this proposal.

Proposer agrees that this proposal shall be good and valid for a period of 180 days after the date of submittal, and that this period may be extended by mutual agreement. Proposer understands that the DCRRA retains the right to reject any or all proposals, to waive any informality in any proposal, to accept one or more proposals which, in its sole judgment, best serve the Agency's interests, and to negotiate terms of an agreement with the selected Proposer.

Signed the _____ day of _____, 2017

Proposer: _____

By: _____

Title: _____

ATTACHMENT C – PROPOSER INFORMATION

Date: _____, 2017

(May attach commercial literature with this form)

Proposal of _____

I. GENERAL INFORMATION

1. Address of Principal Office _____

2. Telephone No. _____ E-mail _____

If principal office is not in Dutchess County, NY, note address of any offices in Dutchess County:

3. Names and addresses of all principals (partners, limited partners, members, shareholders, joint venture participants, and managers).

4. List all affiliates:

3. Have you or any principal of your organization ever failed to complete any municipal/public contract? If so, where and why? (If additional space is needed, please use a separate sheet of paper).

4. For what other organizations that handle, process, store, repurpose or transport municipal solid waste, recyclable materials, refuse, C & D materials, garbage, solid waste of any type, etc. have you

performed auditing work? Give names of contacts. (If additional space is needed, please use a separate sheet of paper).

5. Have you ever performed work for any agency of the U.S. government? If yes, give names of contacts. (If additional space is needed, please use a separate sheet of paper).

6. List all civil, criminal and administrative proceedings in which the Proposer, any of its principals, or any affiliates have been a party or witness during the last three (3) years. (If additional space is needed, please use a separate sheet of paper).

7. Provide any other information that may be relevant to an evaluation of your experience to perform the requested services. (If additional space is needed, please use a separate sheet of paper).

Signed the _____ day of _____, 2017

Proposer: _____

By: _____

Title: _____

ATTACHMENT D - NON-COLLUSION CERTIFICATION

By submitting this proposal, the proposer and each person signing it on behalf of the proposer certifies, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have 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 proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

A proposal shall not be considered for award nor shall any award be made where 1, 2 and 3 above have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, it shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where 1, 2 and 3 above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the DCRRA determines that such disclosure was not made for the purpose of restricting competition.

Proposer Name: _____

By: _____

Date:

ATTACHMENT E - PROPOSER'S AFFIRMATION AND CERTIFICATION

By signing below, the Proposer:

- a) Affirms that the Proposer understands and agrees to comply with the policy regarding permissible contact in accordance with State Finance Law Sections 139-j and 139-k of New York State.
- b) Certifies that all information provided to the Agency 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: _____

Proposer Consultant: _____
(Full Legal Name)

Address: _____

Business Telephone Number: _____

THE DCRRA'S RIGHT TO TERMINATE

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

ATTACHMENT F – DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Proposer: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Has any governmental entity* made a finding of non-responsibility regarding the Proposer in the previous four years?

Yes No

If yes: Was the basis for the finding of the Proposer's non-responsibility due to a violation of State Finance Law §129-j?

Yes No

Was the basis for the finding of Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

Yes No

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Year of Finding of non-responsibility: _____

Basis of Finding of Non Responsibility: _____

(Additional pages as necessary)

Has any governmental entity terminated a procurement contract with the Proposer due to the intentional provision of false or incomplete information?

Yes No

Signed the _____ day of _____, 2017

Proposer: _____

By: _____

Title: _____

*

A "government entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officers of New York State, whether permanent or temporary; (2) each house of the New York State legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose member is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision(s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.)

