

REQUEST FOR QUALIFICATIONS

Comprehensive Water Financial Rate and Billing Structure Study

Professional Consulting Services

Issued	September 18, 2026
Questions Due	October 2, 2026 at 3:00 p.m. ET
Responses Posted	October 7, 2026
Qualifications Due	October 23, 2026 at 3:00 p.m. ET
Submission Method	Sealed hard-copy package
Village Contact	Christine Kearns, Clerk-Treasurer

Village of Fonda Municipal Building
8 East Main Street, PO Box 447, Fonda, New York 12068
(518) 853-4335 | villageclerk@villageoffonda.ny.gov

Authorized by the Board of Trustees on September 2, 2026

1. Invitation and Procurement Basis

The Village of Fonda (Village) invites statements of qualifications and separate fee proposals from qualified independent firms to conduct a comprehensive review and, where warranted, a redesign of the Village's water system's financial, rate, customer-classification, and billing structures. The Village seeks a practical, legally supportable, and transparent framework that fully funds responsible operations and distributes costs as fairly as practicable among users.

This procurement is for professional services requiring specialized financial, utility-rate, accounting, engineering, and policy judgment. It is therefore being conducted as a competitive, qualifications-based procurement under the Village's adopted procurement policy and New York General Municipal Law (GML) § 104-b. Professional services are generally not subject to the sealed competitive-bidding mandate of GML § 103. The Village nevertheless seeks competition, documented evaluation, and reasonable cost in the public interest.

The Village may select the firm offering the best overall value and qualifications, not necessarily the lowest fee. Any award to an offeror other than the lowest-dollar offeror will be documented in accordance with GML § 104-b and the Village's procurement policy. A contract is not formed until the Board of Trustees approves the award and an authorized Village officer executes a written agreement.

2. Village Background and Objectives

The Village operates a public water system serving customers within the Village and portions of the Town of Mohawk. The spring-fed Fonda Reservoir supplies the system, which includes a water treatment plant on Reservoir Road. The Village's current billing structure includes separate inside- and outside-Village charges, minimum usage allowances, excess-use rates, and customer classifications that have evolved over time.

The Village is undertaking this review in response to shifting demand and customer accounts, rising operating and regulatory costs, anticipated certified-operator staffing needs, debt and infrastructure obligations, and the need to restore and maintain an appropriate water fund balance. The current working planning objective is to evaluate annual operating requirements of approximately \$600,000, plus an appropriate reserve contribution. This is a planning assumption to be validated, not a predetermined revenue requirement or rate decision.

The Village's objectives are to:

- Establish defensible revenue requirements using verified financial and operational data;
- Create a fair, understandable and administratively workable rate and billing structure;
- Evaluate residential and commercial classifications and inside- and outside-Village differentials;
- Model minimum charges, included consumption, excess-use charges and billing frequency;
- Account for major-user departures, consolidations and changing consumption patterns;
- Provide sustainable funding for operations, staffing, debt, reserves, compliance and capital needs;
- Evaluate a lawful and financially responsible Senior Water Affordability Program for eligible Village residents;
- Improve billing controls, documentation, transparency and future budget development; and
- Provide implementation tools that the Board and Village staff can maintain and update.

3. Scope of Services

3.1. Project Initiation and Data Validation

- Conduct a kickoff meeting with the Mayor, Board representatives, Clerk-Treasurer, Street and Water Commissioner, operators, and other designated personnel.
- Prepare a written data-request list and assess the completeness, consistency, and reliability of available records.
- Review at least three to five years of budgets, actual revenues and expenditures, billing registers, consumption records, account lists, receivables, debt schedules, capital plans and relevant contracts, subject to data availability.
- Reconcile customer-account and consumption data to billing and general-ledger totals; identify missing, duplicate, inactive, combined, unmetered or anomalous accounts.
- Document assumptions, limitations, adjustments, and recommended data-quality improvements.

3.2. Revenue Requirement and Financial Forecast

- Develop a baseline cost-of-service and cash-flow model that separates operating, staffing, debt-service, capital, reserve, and other material requirements.
- Evaluate direct and indirect costs properly allocable to the water fund, including full-time and part-time certified operator staffing.
- Recommend prudent operating, emergency, repair/replacement and capital reserve targets and a reasonable path to rebuild fund balance.
- Prepare at least a five-year forecast with transparent assumptions for inflation, demand, staffing, debt, compliance and capital needs.

- Test sensitivities, including reduced usage, loss or consolidation of major accounts, delinquency, inflation, and unexpected operating or capital costs.

3.3. Customer Classes, Cost Allocation and Rate Design

- Evaluate existing residential, commercial and other classifications and recommend clear definitions.
- Evaluate inside- and outside-Village customers, including the legal and financial basis for any differential.
- Analyze fixed and variable cost recovery and allocate costs among classes using a rational, documented methodology.
- Model alternative structures, including minimum charges, included usage (including a 20,000-gallon scenario), excess-use rates, fixed service components, meter-size or equivalent-unit approaches, and other suitable alternatives.
- Evaluate two residential billing cycles per year and any operational, cash-flow, and customer impacts; recommend a billing frequency for each class.
- Present bill-impact analyses by class and representative usage level, identifying material shifts and strategies for reasonable transition.
- Recommend policies for vacancies, leaks, estimated readings, new connections, meter failures, multiple accounts, account consolidation, shutoffs, late fees, adjustments and appeals.

3.4. Affordability and Legal/Policy Review

- Evaluate the feasibility, authority, eligibility standards, verification process, fiscal impact, and funding method for a Senior Water Affordability Program limited to eligible Village residents.
- Develop alternatives that do not provide a 100 percent discount and that preserve payment of appropriate fixed, maintenance, capital, or repair/replacement costs.
- Identify legal, charter, local-law, contract, bond, grant or regulatory issues requiring review by Village counsel. The consultant does not replace the Village Attorney unless separately authorized.

3.5. Billing Operations, Controls and Implementation

- Map the current meter-reading, billing, collection, adjustment, delinquency, reconciliation and reporting processes.
- Recommend simplified procedures, internal controls, segregation of duties, account-level reporting and documented standard operating procedures.
- Identify software, meter-data, staffing or training improvements and distinguish essential recommendations from optional enhancements.
- Provide an implementation plan, rate-transition schedule, model local-law or policy provisions as appropriate, public-facing explanatory materials and staff training.
- Participate in up to three public Board workshops and one public hearing or additional public meeting, and revise recommendations in response to Board direction.

4. Required Deliverables

- Kickoff memorandum, project schedule and final data-request list;
- Data-validation and current-condition memorandum;
- Editable account-level revenue model and five-year financial forecast, with formulas visible and assumptions documented;
- Rate alternatives and bill-impact workbook;
- Draft comprehensive report and executive summary;
- Presentation materials for Board workshops and public consideration;
- Final report incorporating Village comments;
- Recommended billing policies, implementation schedule and public communication materials; and
- All underlying nonproprietary workpapers, data dictionaries and editable files created for the engagement.

All final work product shall be delivered in accessible PDF and editable Microsoft Office-compatible formats. Models must not contain locked formulas or undisclosed external links. Confidential customer information shall be transmitted and stored securely and returned or destroyed as directed by the Village.

5. Anticipated Schedule

Milestone	Target
RFQ issued	September 18, 2026
Questions due	October 2, 2026, 3:00 p.m. ET
Village responses/addenda posted	October 7, 2026
Qualifications and separate fee proposal due	October 23, 2026, 3:00 p.m. ET
Interviews, if held	Week of November 2, 2026
Anticipated Board selection/authorization	November 9, 2026

Milestone	Target
Anticipated contract execution and kickoff	Week of November 16, 2026
Preliminary findings	January 15, 2027
Draft report and model	February 26, 2027
Final report and implementation materials	April 2, 2027

Offerors shall identify any recommended schedule changes. The Village anticipates beginning Board budget workshops in January and prefers recommendations early enough to inform the preparation of the 2027-2028 budget, which begins in June.

6. Minimum Qualifications

- At least five years of demonstrated experience in municipal utility financial planning, cost-of-service analysis, rate design, or closely related work;
- Successful completion of comparable assignments for New York local governments or public water utilities;
- Personnel with appropriate accounting, finance, utility-rate, engineering, data-analysis and public-communication capabilities;
- Ability to produce transparent, editable account-level models and explain recommendations in plain language at public meetings;
- Independence from vendors whose products or services may be recommended, with all actual or potential conflicts disclosed; and
- Capacity to meet the proposed schedule and insurance requirements.

7. Submission Requirements

Submit one signed original, four copies, and one searchable electronic PDF on a USB drive. Clearly separate the qualifications package and fee proposal. Do not include fee information in the qualifications narrative.

Part A - Qualifications Package

1. Cover letter signed by an individual authorized to bind the firm; legal name, address, entity type, state of organization, contact information, and federal tax identification number.
2. Executive summary and statement of understanding of the Village's needs.
3. Firm history, ownership, office location(s), size, and relevant public-sector utility experience.
4. Project team organization, roles, availability, resumes, professional licenses/certifications, and identification of the individual with authority to make commitments.
5. Detailed work plan and methodology addressing every scope element, including data validation, stakeholder engagement, quality control, and schedule.
6. At least three comparable project examples and three current references, preferably New York municipal water clients.
7. List of proposed subconsultants and the work each will perform. The Village must approve substitutions.
8. Disclosure of actual, apparent, or potential conflicts of interest and any business relationships that could affect independence.
9. Description of any material litigation, regulatory action, contract termination for cause, debarment or professional discipline within the past five years.
10. Evidence of ability to meet the insurance requirements, such as a specimen certificate (final certificates and endorsements are required after selection).
11. Completed and signed forms in Appendices A through D.
12. Identification of all exceptions to the RFQ or proposed contract terms. Silence constitutes acceptance for proposal-evaluation purposes.

Part B - Separate Fee Proposal

Submit Appendix E and all supporting fee information as a separate fee proposal. Place the completed Appendix E and supporting fee information in a sealed envelope labeled "FEE PROPOSAL – WATER STUDY RFQ." Do not include fee information in the Part A Qualifications Package. Include the following:

- A not-to-exceed total fee for the full scope;
- Fee by task and deliverable;
- Hourly rates by personnel classification;
- Estimated hours by task and staff member;
- A detailed list of reimbursable expenses and markups, if any;
- Fees for optional meetings or services; and
- A schedule of proposed payments tied to accepted deliverables.

The Village may review fee proposals after initial qualifications scoring, may negotiate with the highest-ranked firm, and may discontinue negotiations and proceed to the next-ranked firm if fair and reasonable terms cannot be reached.

8. Questions, Addenda and Submission

Questions. Submit written questions only to Christine Kearns, Clerk-Treasurer, at villageclerk@villageoffonda.ny.gov by the deadline shown on the cover. No oral interpretation is binding. Material clarifications will be issued by written addendum to all known recipients and posted where the RFQ was published.

Submission. Deliver sealed submissions to the Village of Fonda, Attn: Clerk-Treasurer - Water Study RFQ, 8 East Main Street, PO Box 447, Fonda, New York 12068. Submissions must be received, not merely sent, by the deadline. The offeror bears all delivery risk. The Village will record receipt and disclose respondent identities after the deadline; it will not read technical narratives or fees aloud publicly.

Modifications/withdrawals. The Village must receive a signed, written modification or withdrawal before the deadline. Late submissions may be rejected unless acceptance is lawful, consistent with the Village's procurement policy, and in the public interest.

Prohibited contacts. From issuance through award, offerors shall direct procurement communications to the designated contact and shall not seek nonpublic information or attempt to influence evaluation through Village officials or employees other than the designated contact. This provision does not prohibit public comment at a lawful public meeting.

9. Evaluation and Selection

A Village-designated evaluation committee will review responsive submissions. The Village may verify references, request clarifications, obtain additional information, conduct interviews, require presentations, assess responsibility, and negotiate scope and price. The initial evaluation will be based on the following criteria

Criterion	Points	Considerations
Understanding and approach	25	Responsiveness, methodology, data validation, practicality and quality control
Comparable experience	25	Municipal water, New York local government, rate and billing restructuring
Project team	20	Qualifications, roles, availability, continuity and communication
Work plan and schedule	15	Completeness, realistic sequencing and ability to meet Village needs
References and past performance	10	Quality, timeliness, budget control and implementation success
Fee reasonableness	5	Overall value, transparency and reasonableness after qualifications review

The Village may shortlist firms based on qualifications before opening or evaluating fee proposals. The award will be made to the responsible and responsive firm whose proposal is determined to provide the best overall value and to be in the Village's best interests. Price is relevant but not the sole criterion. The evaluation record will document the basis for selection, including any award other than to the lowest-dollar offeror.

10. Procurement Rights and Conditions

- The Village may amend, suspend or cancel this RFQ; reject any or all submissions; waive immaterial irregularities; request clarification; conduct interviews; negotiate with one or more offerors as permitted by law; reduce or expand the scope; and make no award.
- The Village is not liable for any cost incurred in preparing, submitting or presenting a response.
- Submission creates no property right or entitlement to award. All determinations are subject to applicable law, the Village's procurement policy, available appropriations and Board approval.
- The Village may investigate an offeror's financial capacity, integrity, experience, performance, legal authority and ability to perform, and may reject a nonresponsible offeror.
- The successful offeror must maintain complete and accurate records and provide access for Village audit and inspection for at least six years after final payment, or longer if required by funding terms or law.
- The Village may require correction of arithmetic or clerical errors, but will not permit a material change that compromises fair competition.
- The Village may use any lawful procurement method and is not bound to make an award under this solicitation.

11. New York Legal and Contract Requirements

11.1. Compliance and Procurement Record

This solicitation shall be administered in accordance with applicable federal, State, and local law and the Village's procurement policy. The Village will document, under GML § 104-b, the reasons the procurement is not subject to GML § 103 sealed bidding; the competition obtained; the evaluation; the responsibility review; the negotiations; and the basis for award. Nothing in this RFQ waives any requirement imposed by law, grant, bond covenant, contract, or Village policy.

11.2. Non-Collusion

Each offeror shall execute Appendix B. Although GML § 103-d expressly applies when competitive bidding is required by statute, rule, regulation, or local law, the Village requires the certification as a condition of this competitive professional-services procurement.

11.3. Ethics, Conflicts and Gifts

Offerors and the selected consultant shall comply with GML Article 18, including §§ 800-806, and the Village Code of Ethics. All actual, apparent, or potential conflicts must be disclosed promptly. No offeror shall offer or provide a gift, gratuity, employment opportunity, or other thing of value intended to, or that reasonably appears to, influence procurement or contract administration. Village officers and employees remain responsible for statutory disclosure and recusal obligations.

11.4. Freedom of Information and Confidentiality

Records submitted to the Village are subject to the New York Freedom of Information Law (Public Officers Law Article 6). An offeror claiming that specific material is exempt shall identify each portion, state the legal basis, and provide a redacted copy. Blanket confidentiality markings are discouraged and do not bind the Village. The Village will determine disclosure obligations after any required notice or review. The consultant shall protect water-customer personally identifiable information, security-sensitive information, and other confidential Village data, and promptly notify the Village of any unauthorized access or disclosure.

11.5. Equal Opportunity and Applicable Funding Conditions

The selected consultant shall not unlawfully discriminate and shall comply with all applicable civil rights, equal employment, and accessibility laws. If the engagement is financed in whole or in part with State or federal assistance, the resulting agreement will incorporate all funding-source requirements applicable to the award, which may include New York State Minority- and Women-Owned Business Enterprise and Service-Disabled Veteran-Owned Business goals, federal disadvantaged business enterprise requirements, 2 CFR Part 200 procurement and contract clauses, debarment checks, lobbying restrictions, and other program-specific certifications. Offerors shall cooperate with required outreach and reporting. No participation goals are established by this RFQ unless stated in an addendum or contract.

11.6. Workers' Compensation and Disability Benefits

Before contract execution, the selected consultant shall provide proof of New York workers' compensation and disability benefits coverage, or lawful exemption, in forms acceptable under Workers' Compensation Law §§ 57 and 220(8) and current Workers' Compensation Board requirements.

11.7. Other Contract Terms

- Independent contractor status; no authority to bind the Village;
- No assignment or material subcontracting without prior written Village approval;
- Compliance with professional licensing requirements and all applicable laws;
- Ownership by the Village of paid-for deliverables and a perpetual right to use embedded consultant materials necessary to use those deliverables;
- Defense and indemnification of the Village to the fullest extent permitted by law for claims arising from negligent acts, errors, omissions, willful misconduct or breach by the consultant or its agents;
- Termination for cause and for Village convenience upon written notice, with payment only for accepted services properly performed through termination;
- No waiver of governmental immunity, statutory rights or defenses;
- New York law and venue in a court of competent jurisdiction in Montgomery County, New York; and
- Contract amendments only in a writing authorized and executed by the Village.

12. Insurance Requirements

Before work begins, the selected consultant shall provide certificates and required endorsements from insurers authorized to do business in New York and reasonably acceptable to the Village. Final limits are subject to negotiation and to Village counsel and insurance review; anticipated minimums are

Coverage	Minimum Requirement
Commercial general liability	\$1,000,000 per occurrence
Automobile liability	\$1,000,000 combined single limit when vehicles are used in performing the services
Workers' compensation	Statutory New York State coverage or documentation of a lawful exemption

Coverage	Minimum Requirement
New York State disability benefits	Statutory coverage or documentation of a lawful exemption
Employers' liability	\$1,000,000
Professional errors and omissions	\$1,000,000 per claim
Cyber/privacy liability	\$1,000,000 when the consultant will receive, store, transmit or access customer-level, personally identifiable or otherwise protected information

The Village, its officers, employees, and agents shall be named as additional insureds on applicable liability policies on a primary, noncontributory basis, with a waiver of subrogation where available and appropriate. Claims-made professional or cyber coverage shall be maintained during the work and for at least three years afterward, or an extended reporting period shall be obtained. The Village may adjust these requirements based on risk and scope before award.

13. Award and Contract

The Village will invite the preferred firm to finalize the scope, deliverables, schedule, and a fair and reasonable fee. If an agreement cannot be reached, the Village may end negotiations and proceed with another qualified firm or cancel the procurement. The Board of Trustees must approve the selection and the contract. Work may not begin until the agreement is fully executed, required insurance and statutory coverage documentation are accepted, and the Village issues written authorization to proceed.

Appendix A - Submission Checklist and Offeror Information

- ☐ Signed cover letter
- ☐ Qualifications narrative
- ☐ Project team and resumes
- ☐ Comparable projects and references
- ☐ Work plan and schedule
- ☐ Subconsultants identified
- ☐ Conflict and responsibility disclosures
- ☐ Insurance evidence
- ☐ Appendix A signed
- ☐ Appendix B signed
- ☐ Appendix C signed
- ☐ Appendix D acknowledged
- ☐ Appendix E completed and submitted separately as the Fee Proposal

Legal firm name: _____

DBA (if any): _____

Address: _____

Entity type/state of formation: _____

Authorized representative/title: _____

Telephone: _____

Email: _____

Federal tax ID (last four digits only in public copy):

NYS Vendor ID (if applicable): _____

Authorized signature: _____ Date: _____

Printed name/title: _____

Appendix B - Non-Collusive Proposal Certification

By submission of this proposal, each offeror and each person signing on behalf of any offeror certifies, under penalty of perjury, that to the best of the signer's knowledge and belief:

- 1. The prices and terms in this proposal were arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices or terms with any other offeror or competitor;
- 2. Unless otherwise required by law, the prices and terms quoted have not been knowingly disclosed and will not knowingly be disclosed before the submission deadline, directly or indirectly, to another offeror or competitor; and
- 3. No attempt has been made or will be made to induce another person or entity to submit or not submit a proposal for the purpose of restricting competition.

If the offeror cannot provide this certification, attach a signed statement explaining the reasons in detail. The Village may reject the proposal unless it determines, consistent with applicable law and policy, that the disclosure or circumstance did not compromise competition.

Offeror: _____

Name/title of signer: _____

Signature: _____

Date: _____

Appendix C - Conflict, Independence and Responsibility Disclosure

Check each box and explain every "Yes" response on an attached sheet.

Yes ☐ No ☐ Does the offeror, any owner, project-team member, or proposed subconsultant have an actual, apparent, or potential conflict involving the Village, a Village officer or employee, a water customer materially affected by the study, or a vendor whose product may be recommended?

Yes ☐ No ☐ During the past five years, has the offeror or a proposed key person been debarred, suspended, found nonresponsible, convicted of a business-related offense, professionally disciplined, or had a public contract terminated for cause?

Yes ☐ No ☐ Is the offeror presently involved in material litigation, investigation, or regulatory action that could reasonably affect performance?

Yes ☐ No ☐ Will the offeror receive compensation, referral fees, commissions, or other value from any software, meter, financing, engineering, or other vendor that could be affected by its recommendations?

The offeror agrees to update these disclosures promptly through completion of the procurement and, if selected, throughout the contract term.

Offeror: _____

Authorized signer/name/title: _____

Signature: _____

Date: _____

Appendix D - Acknowledgment of Addenda and Proposal Validity

The offeror acknowledges receipt of the following addenda:

Addendum No.	Date	Initials

The proposal, including the fee proposal, shall remain valid for 120 days after the submission deadline unless the Village and offeror agree otherwise in writing.

Offeror: _____

Authorized signer/name/title: _____

Signature: _____

Date: _____

Appendix E - Separate Fee Proposal Form

Submit this appendix separately from the qualifications package.

Task / Deliverable	Estimated Hours	Not-to-Exceed Fee
Initiation and data validation		
Revenue requirement and financial forecast		
Customer classes and rate design		
Affordability and legal/policy support		
Billing operations and controls		
Draft report, model and workshop(s)		
Final report, implementation and training		
Reimbursable expenses		
TOTAL NOT-TO-EXCEED		

Attach hourly rates, staffing assumptions, reimbursable-expense detail, optional-service pricing, and proposed payment schedule. State every assumption or exclusion.

Offeror: _____

Authorized signer/name/title: _____

Signature: _____

Date: _____