

REQUEST FOR PROPOSALS
COMPREHENSIVE RELOCATION SERVICES

ECWA Project No. 202600245

General

The Erie County Water Authority (the “Authority”) is a local public benefit corporation created by a special act of the New York State Legislature, codified as Article 5, Title 3 of the Public Authorities Law, whose mission is to provide customers with a plentiful supply of safe, high quality and affordable drinking water through a reliable infrastructure. As such, the Authority operates a federally-designated critical infrastructure system whose assets, systems, and networks, whether physical or virtual, are so vital that their incapacity or destruction would have a debilitating impact on the physical or economic security, and the public health and safety, to residential, commercial, and industrial users including hospitals, health care facilities, and nursing homes, in 36 municipalities located within Erie County, parts of Chautauqua, Cattaraugus, western Wyoming, and western Genesee counties, as well as the territories of the Seneca Nation of Indians.

The Authority is seeking proposals from qualified and experienced commercial moving companies to provide comprehensive relocation services for a move from the **Authority’s current administrative office located at the Ellicott Square Building, 295 Main Street, Room 350, Buffalo, NY 14203** to the **Authority’s relocated administrative office located at 2875 Union Road, Suite 3550, Cheektowaga, NY 14227**, as well as **additional relocation services to the Authority’s current operations center located at 3030 Union Road, Cheektowaga, NY 14227**.

The selected contractor shall provide the labor, supervision, transportation, equipment, packing materials, protection, coordination, and related services required by the final contract and this RFP.

The Authority reserves the right to modify or cancel this Request for Proposals; to reject any or all proposals; and to waive any or all irregularities. This Request for Proposals does not obligate the Authority to award a contract for any of the projects or to reimburse any costs associated with the preparation of any proposal.

The Request for Proposal (“RFP”) is being conducted pursuant to the New York State Finance Law §§139-j and 139-k and the Authority’s Procurement Policy. The Procurement Policy is available by accessing the Authority’s web site, <http://www.ecwa.org>, under the caption “Doing Business” and choosing “Central Purchasing.”

1.0 SCOPE OF SERVICES

The Authority is soliciting proposals from qualified contractors to provide comprehensive relocation services in support of the Authority's office relocation. Services shall include all planning, coordination, labor, equipment, transportation, furniture relocation, and related services necessary to complete the move in a safe, efficient, and timely manner with minimal disruption to Authority operations.

The proposer shall provide a detailed description of its proposed relocation program, including its project approach, methodology, schedule, staffing, and pricing. Proposals shall also include a statement of the firm's qualifications and experience, as well as the qualifications and experience of key personnel assigned to the project.

While the Authority will consider alternative approaches, enhancements, and recommendations that improve the relocation process, all proposals must address the requirements set forth in this RFP and provide pricing for all requested services.

The proposer shall identify all assumptions, exclusions, limitations, and exceptions contained in its proposal and describe any services, resources, or coordination activities necessary to successfully complete the relocation.

PROJECT INFORMATION SUMMARY

The following information is provided for planning purposes and is subject to change based on operational, facility, or project requirements.

Project Information	Description
Current Office Location	295 Main Street, Room 350, Buffalo, NY 14203
New Office Location #1	3030 Union Road, Cheektowaga, NY 14227
New Office Location #2	2875 Union Road, Suite 3550, Cheektowaga, NY 14227
Approximate Square Footage	17,210
Approximate Number of Workstations/Offices	(24) Dedicated Offices (2) Large Meeting Rooms (Board room, Law Library) (6) Dedicated service/support areas (19) Cubicle stations - grouped into pod clusters
Anticipated Relocation Window	January 15, 2027 - March 1, 2027
Relocation Approach	Phased relocation; final sequencing to be determined
Occupancy During Relocation	Authority operations will continue throughout the move
Building Access Requirements	Contractor access and coordination with building management required
Authority Project Representatives	Kim Bowers, Facility Coordinator George McNerney, Facility Coordinator

1.1 Pre-Move Planning and Coordination

The proposer shall provide comprehensive move planning and coordination services, including, at a minimum, the following:

- Conduct an on-site walkthrough of the current and destination locations, as coordinated by the Authority.
- Prepare a detailed inventory and tagging/labeling plan for all items included in the relocation.

- Develop a comprehensive move plan and schedule that identifies staffing requirements, equipment needs, sequencing of activities, estimated durations, and critical dependencies.
- Coordinate all relocation activities with the Authority's designated project manager, building management, property managers, and other authorized stakeholders.
- Identify items requiring special handling and document any access constraints, loading requirements, elevator reservations, staging areas, and protection measures necessary for a successful move.
- Participate in pre-move planning meetings and provide written status reports and progress updates as reasonably requested by the Authority.

1.2 Packing and Materials

The Authority intends to utilize a self-pack arrangement in which Authority personnel will pack the contents of offices, workstations, and common areas, and the contractor will provide transportation services. The final packing arrangement will be confirmed prior to contract award.

The proposer shall provide all packing support services necessary to facilitate a safe and efficient relocation, including, at a minimum, the following:

- Provide and deliver all agreed-upon moving boxes, bins, labels, wrapping materials, padding, and other packing supplies required for the move.
- Pack, label, protect, and prepare designated contents for transport when requested by the Authority and in accordance with the approved move plan.
- Provide appropriate protection for files, artwork, furniture, equipment, and other designated items to prevent loss or damage during handling and transportation.
- Clearly identify all items and materials that must be packed, prepared, disconnected, or otherwise addressed by the Authority prior to the move.
- Remove and properly dispose of packing debris, empty boxes, and unused packing materials in accordance with the contract closeout requirements.

1.3 Furniture and Equipment

The furniture will include, but is not limited to, Steelcase workstations and desks, office chairs, filing cabinets, files, conference tables, shelving, appliances, computers, and other office furnishings and equipment identified during the pre-move walkthrough.

Information technology equipment including phones, monitors, laptops, CPU's and other IT related equipment will be moved to the AppleTree Business Park location. The office files earmarked for the AppleTree Business Park will also be moved to the new AppleTree Business Park location. These items will be moved in a separate moving vehicle.

All other office furniture that is to be repurposed will be moved to the Service Center location.

The proposer shall provide all labor, equipment, materials, and supervision necessary to safely dismantle, protect, transport, and reassemble furniture and equipment included within the relocation scope. The proposal shall clearly identify the furniture and equipment the proposer intends to disassemble and reassemble, as well as any specialized equipment requiring unique handling procedures, transportation considerations, or installation requirements.

Unless expressly included in the contract and separately authorized by the Authority, information technology services, including the disconnection, reconnection, configuration, testing, and activation of computer systems, networks, telecommunications equipment, electrical systems, and related infrastructure, are excluded from the scope of work. The contractor shall not disconnect, reconnect, modify, or otherwise perform work on IT systems or building infrastructure without prior written authorization and the appropriate qualifications and certifications.

1.4 Transportation and Delivery

The proposer shall provide all transportation and delivery services necessary to safely and securely relocate Authority furniture, equipment, records, and other designated property from the existing location to the new facilities.

At a minimum, transportation and delivery services shall include:

- Provide appropriately sized, properly maintained commercial moving vehicles and qualified personnel capable of performing the relocation safely and efficiently.
- Load, secure, transport, and unload all items in a manner that protects them from damage, loss, theft, and adverse weather conditions.
- Handle confidential, sensitive, or restricted materials in accordance with Authority instructions and any applicable security requirements.
- Deliver and place items in the rooms, floor locations, offices, workstations, and designated areas identified on Authority floor plans, labeling systems, and move documentation.
- Verify that all items are delivered to their intended locations and promptly address any discrepancies identified during the move process.

1.5 Placement and Installation

Place furniture, boxes, equipment, and other items in accordance with floor plans, room numbers, workstation numbers, labels, and written instructions supplied by the Authority. This will include reassembly of furniture in designated locations.

1.6 Furniture Dismantling and Reassembly Services

The proposer shall provide complete furniture dismantling, transportation preparation, and reassembly services for all designated furniture and workstation systems included in the relocation. Services shall include the careful disassembly of modular furniture, workstations, desks, conference tables, shelving units, storage systems, and other office furnishings as required. All furniture components, hardware, and accessories shall be properly labeled, inventoried, protected, and organized to ensure accurate reinstallation at the new location.

Upon delivery, the proposer shall reassemble and reinstall all furniture in accordance with the approved floor plans, manufacturer specifications, and Authority requirements. The proposer shall ensure that all furnishings are properly aligned, fully functional, secure, and ready for occupancy. Any necessary adjustments required to accommodate the new space configuration shall be identified and coordinated with the Authority. The proposer shall provide all labor, equipment, tools, and supervision necessary to perform these services safely, efficiently, and with minimal disruption to Authority operations. Any exceptions, assumptions, or limitations related to furniture dismantling and reassembly services shall be clearly stated in the proposal.

Temporary Storage (If requested)

The proposer shall provide secure, climate-controlled temporary storage services for furniture, equipment, files, and other assets requiring interim storage as part of the relocation process. Storage facilities shall be clean, monitored, and maintained in a manner that protects Authority property from damage, loss, theft, environmental conditions, and unauthorized access.

The proposer shall implement an inventory tracking system to document items entering and exiting storage and ensure that all stored assets can be readily identified and retrieved when needed. The proposal shall describe storage conditions, security measures, inventory management procedures, and all associated costs. Any assumptions, limitations, or exclusions related to temporary storage services shall be clearly identified.

Disposal / Haul-Away Services (If requested)

The proposer shall provide disposal and haul-away services for furniture, equipment, materials, and other items identified by the Authority as surplus, obsolete, or no longer needed. Services shall include the removal, transportation, recycling, donation, resale, or disposal of designated items in accordance with all applicable federal, state, and local regulations.

The proposer shall take reasonable measures to maximize environmentally responsible disposal practices and divert materials from landfills whenever feasible. Upon request, the proposer shall provide documentation verifying disposal, recycling, or donation of removed items. All disposal and haul-away activities shall be performed safely, efficiently, and with minimal disruption to Authority operations. Any assumptions, exclusions, fees, or restrictions associated with these services shall be clearly stated in the proposal.

Weekend/Evening Premium Services (If requested)

The proposer shall identify and provide pricing for any premium charges associated with relocation services, which are performed outside of standard business hours, including evenings, weekends, holidays, or other non-routine operating periods. The proposal shall clearly distinguish standard rates from premium rates and specify the circumstances under which such charges apply.

The proposer shall describe its ability to perform relocation activities during off-hours to minimize disruption to Authority operations and business continuity. Any additional labor costs, supervisory fees, equipment charges, or other expenses associated with after-hours work shall be separately itemized. The Authority reserves the right to determine whether weekend or evening services are necessary based on operational requirements and project scheduling needs. Any assumptions, conditions, or limitations related to premium-rate services shall be clearly stated in the proposal.

2.0 BUILDING, ACCESS, AND SITE REQUIREMENTS

The following requirements are based on information currently available and are subject to confirmation and revision prior to issuance of the final solicitation. Proposers are responsible for reviewing site conditions during the pre-proposal walkthrough, identifying any site-specific considerations, and independently verifying all applicable building, access, operational, and logistical requirements with the Authority and building management before submitting a proposal.

At a minimum, proposers shall evaluate and account for the following:

- Loading dock availability, freight elevator access, elevator reservation requirements, and permitted building access hours (currently anticipated to be 8:00 a.m. to 4:00 p.m.).
- Parking availability, vehicle staging locations, loading and unloading zones, and any designated temporary storage or marshalling areas.
- Security requirements, including personnel screening, identification badges, sign-in procedures, access credentials, and escort requirements.
- Protection requirements for floors, walls, doors, elevators, common areas, and other building surfaces that may be affected by relocation activities.
- Insurance requirements, including certificates of insurance, additional insured endorsements, and any building-specific coverage requirements.
- Applicable labor requirements, including union labor provisions, prevailing wage requirements, licensing requirements, and other regulatory obligations, where applicable.
- Any landlord, property management, lease, occupancy, or facility restrictions that may impact relocation scheduling, staffing, equipment usage, or access to the premises.

The contractor shall be responsible for complying with all applicable building requirements, operational restrictions, and coordination procedures throughout the relocation project. Any assumptions regarding site conditions or facility requirements shall be clearly identified in the proposal.

3.0 SCHEDULE AND OPERATING REQUIREMENTS

The Authority anticipates that relocation activities will occur between January 15, 2027, and March 1, 2027, with all services to be substantially completed no later than March 1, 2027, unless otherwise approved by the Authority. Additional services may be requested through April 30, 2026. Proposers shall provide a detailed project schedule identifying all phases of the relocation, including planning, coordination, packing support, loading, transportation, delivery, furniture reassembly, installation, and project closeout activities.

The proposed schedule shall, at a minimum, address the following:

- Permitted workdays and operating hours, including any building access restrictions or limitations.
- Availability and pricing for weekend, evening, holiday, overtime, or other after-hours relocation services.
- Key project milestones, including pre-move planning, material delivery, move execution, furniture installation, punch list completion, and final occupancy readiness.
- Required completion dates and timeframes for all major phases of the relocation.
- Minimum notice requirements for Authority-requested schedule modifications or changes to approved move dates.
- Estimated duration of relocation activities and staffing levels associated with each project phase.
- Procedures for managing unforeseen delays, disruptions, weather events, access restrictions, or other circumstances that may impact the project schedule.

- Contingency plans and corrective actions the proposer will implement to minimize schedule impacts and maintain project completion requirements.

The proposer shall demonstrate its ability to complete the relocation within the Authority's required timeframe while minimizing disruption to daily operations and maintaining continuity of business functions throughout the relocation process. Any assumptions, constraints, or schedule dependencies shall be clearly identified in the proposal.

4.0 PROTECTION, LOSS AND DAMAGE

The proposer shall be responsible for protecting Authority property, facilities, and assets throughout the relocation process and shall take all reasonable measures to prevent loss or damage.

At a minimum, the proposer shall:

- Protect floors, walls, doors, elevators, fixtures, and other building surfaces at both locations and along all move routes.
- Use appropriate packing, padding, wrapping, securing, and handling methods to safeguard furniture, equipment, files, and other contents during the move.
- Immediately notify the Authority of any incident, loss, or damage and maintain a written log documenting corrective actions and resolution.
- Describe the process and timeframe for inspecting, repairing, replacing, or reimbursing any property damaged as a result of relocation activities.
- Identify how responsibility for damage to Authority property, building facilities, and third-party property will be handled in accordance with the final contract.

Any limitations, exclusions, or assumptions related to loss, damage, or liability shall be clearly identified in the proposal.

5.0 CONFIDENTIALITY AND SECURITY

The proposer shall maintain the confidentiality and security of all Authority records, assets, and sensitive information encountered during the relocation. The Authority will identify any additional information-handling, security, or access requirements prior to contract execution.

At a minimum, the proposer shall:

- Protect confidential, sensitive, and proprietary information from unauthorized access, disclosure, or misuse.
- Refrain from opening, reviewing, copying, photographing, or distributing documents, files, or materials except as expressly authorized by the Authority.
- Ensure locked cabinets, files, and storage containers remain secured unless otherwise directed by the Authority in writing.
- Control and safeguard keys, access cards, badges, and other access devices and promptly return all Authority-issued items upon completion of the work.
- Comply with all Authority requirements related to personnel identification, background checks, escorts, facility access, and photography restrictions.
- Securely collect, remove, and dispose of packing materials, labels, and other items that may contain sensitive information.

- Identify all proposed subcontractors and ensure their personnel adhere to the same confidentiality, security, and access requirements applicable to the contractor.

The proposer shall describe any policies, procedures, or training programs used to ensure compliance with security and confidentiality requirements throughout the relocation project.

6.0 PRICING SCHEDULE

Proposers shall complete all applicable pricing categories and provide a clear and detailed breakdown of costs associated with the proposed relocation services. Pricing shall identify the applicable unit of measure, estimated quantities, unit costs, extended costs, and any assumptions used in developing the proposal.

The proposal shall clearly disclose all potential additional charges, including but not limited to fuel surcharges, administrative fees, overtime rates, after-hours premiums, storage fees, equipment charges, minimum service charges, and any other costs that may be billed during the project.

Please provide pricing for the following services, including units of measure for each item and estimated quantities:

- Pre-Move Planning & Coordination
- Inventory, Tagging & Labeling
- Packing Labor (if requested)
- Packing Materials / Boxes / Bins
- Moving Labor Charges
- Move Supervisor Charges
- Trucks / Vehicles
- Furniture Disassembly & Reassembly
- Equipment Relocation & Placement
- Temporary Storage (if requested)
- Disposal / Haul Away (if requested)
- Weekend / Evening Premium (if any)
- Administrative / Mobilization Fee
- Other Anticipated Charges

No additional charges shall be payable unless specifically identified in the proposal and expressly authorized in writing by the Authority. Any pricing assumptions must be clearly stated.

Optional Alternate Services

Price

Alternate 1 - Authority Packs; Contractor Transports Only	\$
Alternate 2 - Contractor Provides Full Packing Services	\$
Alternate 3 - Temporary Storage	\$
Alternate 4 - Disposal / Haul-Away	\$
Alternate 5 - Weekend / Evening Relocation	\$
Alternate 6 - Additional Workstation Installation	\$

7.0 OPTIONAL ALTERNATIVES

Proposers shall provide separate pricing for each optional service identified below and clearly state all assumptions, exclusions, and conditions associated with the proposed pricing. Unless specifically authorized by the Authority, alternate services shall not be included in the base proposal cost.

At a minimum, proposers shall provide pricing for the following alternates:

- Alternate 1: Authority personnel pack all contents; contractor provides transportation, delivery, and related moving services only.
- Alternate 2: Contractor provides comprehensive packing services, including labor, packing materials, labeling, and preparation of contents for relocation.
- Alternate 3: Temporary storage services, including facility type, estimated storage capacity, duration, and associated retrieval and delivery costs.
- Alternate 4: Disposal, recycling, donation, or haul-away of surplus furniture, equipment, and other designated property.
- Alternate 5: Relocation services performed during evenings, weekends, holidays, or other non-standard operating hours.
- Alternate 6: Additional workstation installation, furniture reconfiguration, equipment relocation, or other supplemental services as identified by the Authority.

The Authority reserves the right to accept, reject, or modify any alternate service independently of the base proposal.

8.0 DELIVERABLE AND CLOSEOUT

Upon completion of the relocation, the contractor shall provide all documentation necessary to confirm successful project completion and resolution of any outstanding issues.

At a minimum, the contractor shall:

- Verify that all items included in the relocation have been delivered and placed in their designated locations.
- Provide a report identifying any missing, lost, or damaged items, along with the status of any corrective actions.
- Submit an incident and damage report documenting any relocation-related issues and the status of repairs, replacements, or reimbursements.
- Confirm that all packing materials, debris, and contractor equipment have been removed from the premises.
- Return all Authority-issued keys, access cards, badges, and other access devices.
- Submit a final itemized invoice, including supporting documentation for all services provided and any approved change orders.

The relocation shall not be considered complete until all required close-out documentation has been submitted and accepted by the Authority.

At completion, the contractor shall provide, as applicable:

- Confirmation that all listed items have been delivered to their designated locations.
- A report of missing, lost, or damaged items and any open corrective actions.
- An incident/damage report and status of repair or reimbursement matters.
- Confirmation of completion and removal of packing debris and moving equipment.
- Return of keys, access cards, badges, and other Authority-issued items.
- A final itemized invoice with supporting documentation and any approved change orders

9.0 AUTHORITY CONTACTS AND RFP SCHEDULE

The following schedule represents the Authority's anticipated procurement timeline. The Authority reserves the right to modify any dates, deadlines, or milestones at its sole discretion. Any revisions to the schedule will be communicated to prospective proposer.

Milestone	Date
RFP Issue Date	October 14, 2026
Pre-Proposal Site Visit	October 21, 2026 - 5:30pm (Mandatory)**
Deadline for Written Questions	October 26, 2026
Responses to Questions / Addenda Issued	October 28, 2026
Proposal Due Date and Time	November 06, 2026
Anticipated Evaluation Period	November 09, 2026 - November 30, 2026
Anticipated Award / Approval	December 2026
Anticipated Relocation Window	January 15, 2027 - March 1, 2027

*** Please email the designated person below if you have issues with the site visit date or time.*

INFORMATION REQUESTS

All questions and requests for information are to be directed in writing to the designated Authority Contact Person, Lavonya Lester at llester@ecwa.org in accordance with New York State Finance Law §§139-j and 139-k.

PROPOSAL REQUIREMENTS

Proposals are to be concise, specific, and straightforward. All pertinent information is to be contained in the response. The use of artwork, special covers, and extraneous information in the proposal is discouraged. Proposals are to remain valid for a minimum of 90 days.

The proposal is to include the following:

- Item 1: Qualifications and related experience in comprehensive relocation services. Include a minimum of three references for similar work including company name, location, contact person.
- Item 2: Detailed project understanding and technical background in the above comprehensive relocation services.
- Item 3: Completed Required Forms regarding Public Authorities Law § 2875,

2876, and 2878, State Finance Law § 139 (j) and (k), and Unlawful Discriminatory Practices. (pp. 13-24).

- Item 4: Proof of insurance in accordance with Erie County Water Authority insurance requirements for these services. (pp. 25-26).
- Item 5: Pricing schedule, including a breakdown of all fees for each task. The fee breakdown should be summarized with a proposed total price package.

Proposals will be accepted until 4:00 p.m. on November 06, 2026. Five copies of each proposal are to be delivered to Erie County Water Authority, 3030 Union Road, Buffalo, New York 14227 to the attention of Lavonya Lester, Director of Administration. Proposals received after this time will not be considered and will be returned unopened.

All proposals being mailed (including Federal Express, UPS, Priority Mail, etc.) or hand-delivered shall be directed to the attention of Lavonya Lester, Director of Administration in a sealed envelope and be clearly marked on the outside of the mailing or hand delivered envelope as follows: **“RFP PROPOSAL – PN202600245 - COMPREHENSIVE RELOCATION SERVICES**

EVALUATION AND SELECTION

All proposals will be evaluated by a small in-house committee made up of Authority personnel familiar with the proposed project. Interviews and/or presentations of the proposals will be requested if needed. The proposals will be evaluated based on the criteria listed above.

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 Authority reserves the right to contract with multiple service providers, or to contract for all, some or none of the services listed in the RFP. Contracts for services will be negotiated upon selection of successful respondents.

The final scope of work and fee will be negotiated with the selected respondent. The Authority desires to enter a service agreement that will be executed pending successful negotiation with the selected vendor and authorization by the Authority’s Board of Commissioners. If an agreement cannot be negotiated within fifteen (15) days of notification to the designated respondent, the Authority may terminate negotiations with that respondent and negotiate an agreement with another respondent of its choice.

All firms submitting proposals will be notified of the selection results. It is anticipated that the selection process will be completed in November 2026, and that the agreement will be executed in December 2026.

NON-COLLUSIVE BIDDING CERTIFICATION
as mandated by Public Authority Law § 2878

By submission of this bid or proposal, each bidder/respondent and each person signing on behalf of any bidder/respondent certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

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

NOTICE
(Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day _____, 20____

FIRM NAME _____

ADDRESS _____

ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE No. _____

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized

crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes as set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. 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.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirement During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A

**Offeror's Affirmation of Understanding of, and Agreement to Comply
with, the Permissible Contact Requirements During the Restricted Period**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority 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 Offeror submits its proposal.

Offeror affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____
Signature

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM B

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

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offeror submits its proposal.

Offeror Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM C**Offeror's Disclosure of Prior
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority 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 Offeror 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 "Offeror" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set 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 Offeror 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 Offeror 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 Offeror is necessary to protect public property or public health safety, and the Offeror is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

The Authority 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 Authority conducting the Governmental Procurement no later than when the Offeror submits its proposal.

FORM C (Continued)**Offeror's Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please 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.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

(Add 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)

Offeror certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____
Signature

Name: _____

Title: _____

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 j(1) and 139–k(l).

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 Erie County Water Authority, as a 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 Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror 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 Offeror in accordance with the written notification terms of this contract.

**OFFERER'S STATEMENT REGARDING PREVENTION OF
UNLAWFUL DISCRIMINATORY PRACTICES**

The Erie County Water Authority (the "Authority"), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offeror.

Offerer Statement:

I certify, under penalty of perjury, that the following statements are accurate:

- *Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.*
- *Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.*
- *Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.*

By: _____ Date: _____

Name: _____

Title: _____

Offeror Name: _____

Offeror Address: _____

INSURANCE REQUIREMENTS

Request for Proposals – Comprehensive Relocation Services Project No. 202600245

Insurance specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the lifetime use of vendors "Product" and/or applicable statute of limitation. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used.

c. Commercial General Liability:

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

d. Automobile Liability:

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e. Umbrella Liability:

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement

Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies.

Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer’s National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities, or liabilities.

Certificates of Insurance should be e-mailed to mmusarra@ecwa.org or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.

Proposer Compliance Checklist

- ☐ Signed proposal forms including completed required forms regarding Public Authorities Law § 2875, 2876, and 2878, State Finance Law § 139 (j) and (k), and Unlawful Discriminatory Practices.
- ☐ Pricing schedule completed including alternative options
- ☐ All additional charges and assumptions disclosed
- ☐ Company qualifications and project approach included
- ☐ Proposed schedule and staffing plan included
- ☐ Required references included
- ☐ Insurance information provided
- ☐ Subcontractors identified
- ☐ Exceptions and exclusions listed
- ☐ Required certifications/forms included
- ☐ All addenda acknowledged
- ☐ Proposal submitted by the deadline using the required method