

REQUEST FOR PROPOSALS

GIS TECHNICAL SUPPORT CONSULTING SERVICES

ECWA Project No. 202500125

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 Erie County Water Authority (Authority) will accept proposals for consulting services for technical support for the Authority Geographic Information System (GIS) for 2025, 2026, and 2027 with an option to extend for two additional years

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 Erie County Water Authority’s Procurement Policy, as amended. The Purchasing Policy is available by accessing the Erie County Water Authority’s web site – <http://www.ecwa.org>, under the caption “Doing Business with ECWA”.

BACKGROUND INFORMATION

The Authority currently utilizes GIS for the mapping of waterlines, hydrants, valves, and other features. The Authority GIS also includes a digital orthophoto base map, pavement edges, parcels, contours, railroads, hydrology, building footprints, and road centerlines. The Authority GIS is an enterprise geodatabase in ArcGIS Pro, hosted in an on-premises data center. The GIS database is synchronized daily with other internal systems. Field personnel and light GIS users utilize an ArcGIS Server web mapping application which is served from the ECWA Employee portal which requires ECWA network connectivity. The Authority also currently utilizes IBM iSeries, Cityworks and a proprietary vehicle/appointment scheduling system that integrate with the GIS platform. There are approximately 15 desktop PC users and approximately 50 laptop computers for field personnel. Consultants will be expected to use ECWA issued hardware and be able to visit on-site as needed.

SCOPE OF SERVICES

The Authority is issuing this RFP to provide GIS technical consulting and support services as outlined below. The Authority is seeking a three-year contract with the option, at the Authority's sole discretion, to renew the contract for two additional one-year terms. See Attachment for a sample contract.

Administrative and Staffing Functions:

- Regularly scheduled GIS Group Meetings
- Development of an emergency backup protocol (failover licensing, laptop, etc.)
- Custom GIS and Application training classes
- Mentoring as needed
- Provision of Plotting and Large Format documents in the event that ECWA cannot generate documents in-house

Application Development:

- Maintenance of ArcGIS Pro and related Desktop applications (ECWA Toolbar, Edit Tool, Nightly Download)
- Support for "Nightly Download" SDE – file geodatabase conversion tool
- Web mapping applications to enhance access to GIS Data and functions to all GIS users
- Mobile Development
- Additional applications and functionality as necessary

Integration with Other Systems:

- Integration with AVL (Automatic Vehicle Location) data
- Integration with CityWorks Work Order systems
- Integration with Financial, CIS, Meter Reading and Work Order Systems operating on the IBM Power System
- Integration with additional ECWA systems and databases

Software Support:

- ArcGIS Desktop 10.x and newer versions
- ArcGIS Server 10.x and newer versions (ECWA Geodatabase)
- Assistance to Information Technology on ESRI software installation and updates
- Migration support from ArcGIS to ArcGIS Pro
- Seon vMax Compass Logistics support
- WaterGEMS assistance
- CityWorks assistance

Other:

- Provide GIS expertise on potential tool development, idea assessment, and provide comments as requested regarding future development of ECWA GIS systems
- Keep up to date with industry trends and advise ECWA management
- Assistance with version upgrades and/or migration to newer applications such as ArcGIS Pro

INFORMATION REQUESTS

All questions and requests for information are to be directed in writing to the designated Authority Contact Person, Dave Aubertine, Director of Cybersecurity and Information Technology at daubertine@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 Geographic Information Systems, particularly in the development, application programming, and administration of ArcGIS Desktop, ArcGIS Server and ArcGIS Pro software.
- Item 2: Project understanding and technical approach for the scope of services identified.
- 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. 19-30).
- Item 4: Proof of insurance in accordance with Erie County Water Authority insurance requirements for GIS Technical Support and Consulting Services. (pp. 31-33).
- Item 5: Fixed hourly billing rates for 2025, 2026, and 2027 for GIS personnel including the following:
 - Project Manager, 150 hours
 - Senior GIS Programmer, 200 hours
 - GIS Programmer, 150 hours
 - GIS Analyst, 150 hours
 - GIS Technician, 150 hours
 - GIS Intern, 100 hours

The price evaluation will be based upon the expected annual hours identified above.

Proposals will be accepted until 3:00 p.m. on August 28th, 2025. Five copies of the proposal are to be delivered to Erie County Water Authority, 3030 Union Road, Buffalo, New York 14227 to the attention of Dave Aubertine, Director of Cybersecurity and Information Technology or an electronic version is to be emailed to daubertine@ecwa.org. 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 Dave Aubertine, Director of Cybersecurity and Information Technology, in a sealed envelope and be clearly marked on the outside of the mailing or hand delivered envelope as follows: **“RFP PROPOSAL – GIS TECHNICAL SUPPORT CONSULTING SERVICES.”** All proposals electronically delivered shall state the following in the subject line of the email: **“RFP PROPOSAL – GIS TECHNICAL SUPPORT CONSULTING 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 August 2025, and that the agreement will be executed in September 2025.

ERIE COUNTY WATER AUTHORITY

REQUEST FOR PROPOSALS – ATTACHMENT 1

SAMPLE AGREEMENT

This is a sample Agreement. All shaded provisions are examples for illustration purposes only and will be changed to reflect the appropriate agreement between the Authority and the Engineer awarded the contract.

Project No. 2025XXXXXX
Contract XX-XXX

PROFESSIONAL SERVICES AGREEMENT FOR GIS TECHNICAL SUPPORT CONSULTING SERVICES

This is an Agreement effective as of DATE OF BOARD APPROVAL (“Effective Date”) by and between

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

XYZ CONSULTING FIRM
0000 Street, Suite 000
City, State, ZIP

hereinafter referred to as the “Consultant.”

The Authority seeks to enter into a contract for consulting services for technical support of its Geographic Information System (“GIS”) upon the terms and conditions stated in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Authority and the Consultant agree as follows:

ARTICLE 1 – CONSULTANT SERVICES

1.01 Standard of Performance:

- A. ***Standard of Care:*** The Consultant shall perform its services under this Agreement in a skillful and competent manner in accordance with the standard of care ordinarily practiced by members of the subject profession under similar circumstances at the time and in the same locality.
- B. ***Technical Accuracy:*** The Authority shall not be responsible for discovering deficiencies in the technical accuracy of the Consultant’s services. The Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Authority-furnished information.

1.02 **Scope of Services:**

- A. The Authority and the Consultant will identify and quantify the tasks and activities undertaken under this Agreement prior to executing the work and billing the Authority, in the manner described as follows:
1. The Secretary of the Authority (the “Secretary”) and the Authority’s Director of Cybersecurity and Information Technology will monitor and oversee the tasks and activities being performed by the Consultant pursuant to this Agreement. The Authority’s GIS Analyst must have the approval of the Secretary or the Director of Cybersecurity and Information Technology before a task or assignment may be given to the Consultant or its personnel.
 2. Before the task or assignment is undertaken, the Consultant may be required to estimate time (broken down by title) and expenses to complete the work. Under such circumstances, no work should proceed until the Secretary or the Director of Cybersecurity and Information Technology has approved the estimate after consulting with the GIS Analyst or other Division or Department Heads.
 3. The Authority’s GIS Analyst has the authority to assign short tasks or assignments to the Consultant and its personnel if the work can be completed within 2 hours.
 4. The Consultant will keep the Authority’s GIS Analyst updated on all deliverable tasks and assignments. Before any task or assignment exceeds the estimated time or expenses, the Consultant will advise the GIS Analyst, the Secretary and the Director of Cybersecurity and Information Technology revising the original estimate for time and expenses to complete the work. The approval of the Secretary or the Director of Cybersecurity and Information Technology is necessary before the Consultant can invoice the Authority for additional time and/or expenses.
 5. All deliverable tasks and assignments must be tested and reviewed by the GIS Analyst prior to acceptance of such work by the Secretary and/or the Director of Cybersecurity and Information Technology.
 6. The Consultant will only bill for actual time and expenses.
 - a. The Consultant’s invoice must identify the task or assignment by project name and project number, except for short tasks or assignments.
 - b. For short tasks or assignments, the Consultant shall provide a short description on the invoice.

- B. The Consultant agrees and represents it will provide services related to the technical support of the Authority GIS system for Administrative and Staff Training Functions, including, but not limited to:

1. ***Monthly GIS Group Meetings***

- a. The Authority's Director of Cybersecurity and Information Technology, GIS Analyst and such other appropriate Authority personnel will meet monthly with the Consultant to discuss the status of pending GIS projects, as well as anticipated upcoming projects and future upgrades to the Authority's GIS systems.
- b. The parties agree such meetings will be held at the Authority's Service Center.
- c. If meetings cannot take place at the Service Center, the parties will mutually agree to use other means to conduct such monthly meetings, including video or phone conferences.
- d. Whenever the Consultant or its employees are on-site at one of the Authority's offices or facilities, they will be subject to the provisions set forth in §§ 1.03 and 1.05 of this Agreement.

2. ***Emergency Backup Protocols***

- a. The Consultant will review the Authority's emergency backup protocols as it pertains to the GIS system and make recommendations for updates or revisions.
- b. After consulting with the Authority's GIS Group, the Consultant will accept such assignments relating to updating and revising the emergency backup protocols, as may be directed and assigned by the Authority.
- c. The Consultant agrees all services provided under this Agreement must be consistent with the Authority's current emergency backup protocols.

3. ***On-Site Training***

- a. Consultant will provide on-site training at the Authority's Service Center relating to the use and application of the Authority's GIS system, as requested by the Director of Cybersecurity and Information Technology or GIS Analyst.

- b. The Director of Cybersecurity and Information Technology or GIS Analyst will designate the topics to be discussed at these on-site training sessions and the individuals who would be subject to such training, including training for new employees or training to existing employees.
 - i. Such topics may include initial training on the GIS system and custom Authority GIS tools, courses to refresh and improve Authority personnel's use of the GIS system, or specific training on updates to the GIS system.
- c. Whenever the Consultant or its employees are conducting on-site training, they will be subject to the provisions set forth in §§ 1.03 and 1.05 of this Agreement.

4. ***Industry Standards, Trends & Training***

- a. The Consultant will stay up to date on GIS industry trends, new technology, and upcoming conferences on GIS topics at the local, national and international level.
- b. The Consultant will advise the Authority regarding such trends, technology, and details of upcoming conference topics at the GIS monthly group meeting.

5. ***Printing Large Format Documents***

- a. The Consultant must have the ability to generate, plot and print (or prepare for printing to a third-party vendor) large format documents, as needed on demand.
- b. The parties agree the charges for such services will be mutually agreed upon at the time of such service is demanded and subject to the provisions of Article 2 of this Agreement.

C. The Consultant agrees and represents it will provide services related to the technical support of the Authority GIS system, in conjunction with the Authority's Information Technology Department, for Application Development, including, but not limited to:

- 1. The Consultant agrees to provide programming support and maintenance of the ArcGIS Desktop applications including the ECWA Toolbar and Edit Tool.
- 2. The Consultant agrees to provide programming support and maintenance of the "Nightly Download" SDE process which serves as a geodatabase

conversion tool. The Consultant agrees to provide programming support to assist in the integration of the Authority's IBM Power System data and CityWorks data into the GIS system as the "Nightly Download" process runs.

3. The Consultant agrees to provide programming support for maintenance of and enhancements to the Authority's web mapping applications that provide access to the Authority's GIS data to the Authority's GIS users.
 4. The Consultant agrees to provide programming support to develop increased mobile accessibility to the GIS system and to develop mobile collection of data for the GIS system.
 5. Based on developments in the GIS and water industries, the Authority may request additional programming support for the development of new tools and enhancement to the GIS system.
 6. The Consultant may provide the programming support functions as set forth in paragraphs 1 through 5 of this subsection on-site at the Authority's Service Center. Whenever the Consultant or its employees are providing on-site programming support, they will be subject to the provisions set forth in §§ 1.03 and 1.05 of this Agreement, as well as the provisions of the Declaration.
- D. The Consultant agrees and represents it will provide technical and programming support for Integration of the GIS System with Other Authority Systems including, but not limited to the IBM Power System, which includes financial data, customer information data, meter reading data and work order data; the CityWorks Work Order system; Automatic Vehicle Location data; Distribution System Pressure Monitoring Device data; SCADA data; and additional Authority systems and databases.
- E. The Consultant agrees and represents it will provide Software Support including installation of, upgrades to, and updates to Authority GIS software, including, but not limited to ArcGIS Desktop 10.x and newer versions; ArcGIS Server 10.x and newer versions; ESRI software; and Seon vMax Compass Logistics. The Consultant agrees to provide assistance in migrating the Authority's GIS System from ArcGIS to ArcGIS Pro, if requested by the Authority's Information Technology Department.
- F. The Consultant agrees and represents it will provide services related to the technical support of the Authority GIS system including additional consulting services, as requested, including but not limited to providing GIS expertise on potential tool development and idea assessment, providing comments regarding development of future Authority GIS systems, and advising Authority management on current GIS industry trends.

1.03 Access to Authority Property:

- A. The Consultant must notify the Authority's Security Officer and provide government-issued photo identification for all employees retained by the Consultant who will be working on-site at one of the Authority's facilities and any additional information reasonably requested by the Authority's Security Officer.
- B. The Security Officer will issue security passes to the Consultant's employees assigned to work on-site at one of the Authority's facilities, allowing entrance to such Authority facility subject to the same conditions as an Authority employee.
- C. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer.

1.04 Compliance with Laws and Regulations, and Policies and Procedures

- A. The Authority and the Consultant shall comply with all applicable federal, state, or local laws and regulations and all applicable Authority policies and procedures.
- B. The Consultant shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Request for proposals, the Consultant submitted and signed the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement as Appendix A.
- C. The Consultant shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k. In response to the Authority's Request for Proposals, the Consultant submitted and signed Forms A, B, and C, copies of which are attached to, and incorporated in, this Agreement as Appendix A.
- D. By executing this Agreement, the Consultant affirms under penalties of perjury, that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.
- E. The Consultant shall comply with the provisions of the Human Rights Law, codified as Executive Law §290, *et. seq.* and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Request for Proposals, the Consultant submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.
- F. The Consultant shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.

- G. The Authority shall provide the Consultant in writing any and all Authority policies and procedures applicable to the Consultant's performance of services under this Agreement. The Consultant agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.

1.05 Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Consultant, its employees, and agents shall comply with all health safety rules and regulations adopted by the State of New York, the County of Erie, or the Authority including, but not limited to, completing a health screening questionnaire, using personal protective face masks, or complying with any testing or vaccination requirements, before entering any Authority property.

1.06 **Unknown Conditions:** The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Authority agrees not to make resolution of any dispute with the Consultant for payment on any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

ARTICLE 2 – PAYMENT OF PROFESSIONAL SERVICES

2.01 The Consultant shall submit monthly invoices to the Authority, detailing the hours and description of the services rendered to the Authority, as well as expenses incurred, in a form acceptable to the Authority's Chief Financial Officer and/or Comptroller. The Consultant will be responsible for completing all work covered by this Agreement.

2.02 Costs for the services provided under this Agreement shall be billed at the following hourly rates:

Project Manager	\$XX.XX
Senior GIS Programmer	\$XX.XX
GIS Programmer	\$XX.XX
GIS Analyst	\$XX.XX
GIS Technician	\$XX.XX
GIS Intern	\$XX.XX

2.03 The Consultant shall keep accurate records and books of all disbursements, or expenses made or incurred by the Consultant pursuant to the services provided under this Agreement.

- A. Payments for services will be based on detailed actual hours worked with a total cost not to exceed \$XX.XX.
- B. The Consultant shall seek pre-approval from the Secretary or the Director of Cybersecurity and Information Technology and the Chief Financial Officer for disbursements or expenses expected to exceed \$XX.XX. Expenses will be reimbursed upon presentation of paid receipts with a total cost not to exceed \$XX.XX.

2.04 The Authority reserves the right to audit the Consultant's records to verify bills submitted and representations made. For this purpose, the Consultant agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of the Consultant's final bill to complete its audit. If the audit establishes an overcharge, the Consultant agrees to refund the excess.

ARTICLE 3 – GENERAL PROVISIONS

3.01 Subcontract and Assignments: The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

3.02 Amendments: No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

3.03 Right to Terminate: The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on seven (7) days' written notice. The Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

3.04 Indemnification:

- A. To the fullest extent permitted by law, the Consultant agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Consultant's performance of professional services provided under this Agreement and those of its subcontractors or anyone for whom the Consultant is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Consultant harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

3.05 Confidential Information:

- A. In order to assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but

not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performance of services including but not limited to information relative to the services to be performed.

- B. The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the Consultant's benefit or for the benefit of others shall be permitted.
- C. In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. The Consultant may provide such information to its subcontractors for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order.
- D. The terms of this section shall be binding during and subsequent to the expiration or termination of this Agreement.

3.06 Insurance: The Consultant shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix B. The Consultant shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The Consultant shall provide Certificates of Insurance certifying the coverage required by this provision.

3.07 Copyrights, Trademarks and Licensing:

- A. All materials produced under this Agreement, whether produced by the Consultant alone or with others, and regardless of whether produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Consultant shall, during and subsequent to the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether registered or not.
- B. In performing work under this Agreement, the Consultant may be granted access to the Authority's GIS data, documents, and other information. The Consultant understands and agrees that the use of such data, documentation and information

shall be treated as confidential information and the Consultant shall abide by the terms and conditions of the Confidentiality and Copyright Licensing Agreement, attached and incorporated in this Agreement as Appendix C.

3.08 New York Law and Jurisdiction: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

3.09 Conflicts of Interest: The Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment of services already rendered by the Consultant. So long as the Consultant reports such a conflict as required by this section, the Consultant will have no further obligations for completing the scope of services under the terms of this Agreement.

3.10 Additional Conditions: The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

3.11 Entire Agreement: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

3.12 Independent Status:

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

- B. The Consultant is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 4.
- C. Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.
- D. In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

3.13 Doing Business Status: The Consultant represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

3.14 Gratuities: The Consultant shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

3.15 Notice: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

ARTICLE 4 – SEVERABILITY

4.01 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

ARTICLE 5 – DURATION

5.01 All services to be provided under this Agreement shall be provided over a three-year period from **Start Date** through **End Date** with two potential one-year extension, at the sole discretion of the Authority, at mutually agreed upon terms.

5.02 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Consultant 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 Consultant in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

XYZ CONSULTING FIRM

By _____
Signator, Title

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2020, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2020, before me personally came **Signator**, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the **Title** of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

REQUIRED FORMS

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(1).

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

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139–k(5), the 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

<p>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.</p>

**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: _____

APPENDIX B

INSURANCE REQUIREMENTS

GIS TECHNICAL SUPPORT CONSULTING SERVICES

Project No. **XXXXXXXX**

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

f. Professional Liability/Errors & Omissions:

- \$1,000,000. Per Claim
- \$3,000,000. Aggregate

g. Technology Professional Liability (Including Cyber Liability*):

- \$2,000,000. Per Claim
- \$2,000,000. Aggregate

*Note: Requirement can be met through a single policy or combination of separate policies for both Cyber Liability and Technology Professional Liability.

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. If you have any questions, you can contact Ms. Musarra by e-mail or phone (716) 849-8465.