



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

To: Terrence D. McCracken, Secretary to the Authority

From: Dave Aubertine, Director of IT *DWA*

Subject: Request for Proposals
Legal File Software/Enterprise Content Management Solution
ECWA Project No, 202200020

The ECWA Legal Department has requested a solution for secure file management, including scanning, document sharing, collaboration and storage. Upon reviewing the request, the IT department determined there may be several enterprise solutions available that would be beneficial to the entire organization.

An RFP has been drafted to solicit bids for an Enterprise Content Management (ECM) system to meet the defined needs of the Legal Department as well as other departments within the Authority that would benefit from such a solution.

The year 2022 Capital Budget includes funds for the above referenced project. Attached is a copy of the Request for Proposals (RFP).

Funds are available in the 2022 Capital Budget as follows:

- Unit: 8525
- Item 101663 Project Tracking/File Retrieval

DWA:xxx
Attachment
cc: L. Lester
M. Carney

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract:	Project
	No.:202200020
Project Description:	Request for approval to submit RFP for Legal File Software/ AKA Enterprise Content Management system

Item Description:

<input type="checkbox"/> Agreement	<input type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input type="checkbox"/> Contract Documents	<input type="checkbox"/> Addendum
<input type="checkbox"/> Recommendation for Award of Contract	<input type="checkbox"/> Recommendation to Reject Bids		
<input checked="" type="checkbox"/> Request for Proposals			
<input type="checkbox"/> Other _____			

Action Requested:

<input type="checkbox"/> Board Authorization to Execute	<input checked="" type="checkbox"/> Legal Approval
<input type="checkbox"/> Board Authorization to Award	<input type="checkbox"/> Execution by the Chairman
<input type="checkbox"/> Board Authorization to Advertise for Bids	<input type="checkbox"/> Execution by the Secretary to the Authority
<input checked="" type="checkbox"/> Board Authorization to Solicit Request for Proposals	
<input type="checkbox"/> Other _____	

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Director of IT	<u>David Aubertine</u>	Date: <u>2/1/2022</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u>Russell J. Fells</u>	Date: <u>2/1/2022</u>
<input checked="" type="checkbox"/> Executive Engineer	<u>Jemard F. Konaluk</u>	Date: <u>02/02/2022</u>
<input checked="" type="checkbox"/> Director of Administration	<u>Sammya Justice</u>	Date: <u>02/02/2022</u>
<input checked="" type="checkbox"/> Risk Manager	<u>Molly Op Musarra</u>	Date: <u>02/01/2022</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u>Karen A. Prudenogast</u>	Date: <u>02/01/2022</u>
<input checked="" type="checkbox"/> Legal	<u>[Signature]</u>	Date: <u>2/1/2022</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u>[Signature]</u>	Date: <u>2/2/22</u>
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Remarks: _____

Resolution Date: _____ **Item No:** _____

REQUEST FOR PROPOSALS

Enterprise Content Management System

ECWA Project No. 202200020

GENERAL

The Erie County Water 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 (the “Authority”) is seeking proposals from qualified companies to provide Enterprise Content Management System (“ECMS”) capability for the organization. This capability will include software licenses and support, systems analysis, development, implementation, and support services.

The Authority reserves the right to modify or cancel this Request for Proposals and/or the projects; to accept or reject any or all responses; and to waive any or all irregularities. This Request for Proposals does not obligate the Authority to award a contract or to reimburse any costs associated with the preparation of any proposal. Upon review of all submissions, the Authority reserves the right to approach and negotiate a service or maintenance agreement with any legal entity submitting a response to this Request for Proposals.

Any response to the Request for Proposals (RFP) is subject to the restrictions set forth in the New York State Finance Law §§139-j and 139-k and the Erie County Water Authority’s Purchasing 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.”

SCOPE OF SERVICES

The Authority is issuing this Request for Proposals (“RFP”) to provide Enterprise Content Management System (“ECMS”) capabilities. This capability includes software licenses and support, systems analysis, development, implementation, and support services to the Authority.

The Authority is seeking a three-year contract with the option to renew the contract for additional years. The requirements of the ECMS are described below.

Description of Services:

The respondent will be expected to perform work related to the design, installation,

configuration, and maintenance of an Enterprise Content Management (“ECM”) solution. ECM is defined as a solution supporting a set of digital strategies, practices, functions and technologies used to create, store, collaborate, and access content.

The following are functional and non-functional requirements for any solution to be implemented.

User Experience/Interfaces

- Users can easily navigate and perform their primary job tasks within an easy to use interface, with little-to-no training needed.
- Client displays all of the associated information about a document alongside the document itself – displaying index values, notes, related documents, revisions, discussion threads, and document history.
- Client enables users to export data, documents, and/or links to documents out of the system via e-mail, to a file share, or a spreadsheet.
- Client enables users to filter and sort document lists by column headings or pre-defined search filters to narrow result sets.
- Solution supports multiple browsers including Edge, Chrome, Firefox.
- Web Client provides a dashboard component to create and manage personalized interfaces that present end users with access to priority content and tasks (e.g., workflow status report, commonly used document searches, etc.).
- Solution provides natively-built interfaces to standard mobile devices - iPad, iPhone, Windows Surface tablets, and Android phone and tablets.

Collaboration

- Support the ability to work off-line and to share and synchronize documents with remote sites with very low network bandwidth utilization.
- Content authoring, editing, and creation.
- Leverage role-based access to securely share and collaboratively edit documents.

Scalability

- Solution must be scalable, allowing for growth as well as initially scanning and/or transferring of existing documents from Authority systems.
- Provide examples of scalability and performance:
 - Peak number of concurrent users in a single instance at one time
 - Peak number of retrievals per hour
 - Peak number of documents ingested per day
 - Peak number of documents stored in the ECM repository

System supports multiple application and web servers in a load balanced configuration environment for redundancy.

Capture

- Solution provides ability to integrate with other devices (e.g., scanners, fax, MFP, etc.) as a means of ingesting documents into the system.
- Solution allows users to capture, declare, and store electronic records (documents) in their native formats, including e-mail, electronic forms, physical items, images, text files, and Office documents.
- Solution should capture metadata from scanned documents.
- Solution should provide data and text extraction capabilities for scanned image documents, including OCR, in order to provide hands-off processing of scanned documents directly into the system without involving third-party software applications.

Searching/Categorization

- Solution provides advanced full-text search capabilities that include fuzzy matching and wild card searching.
- Solution provides ability for meaningful document names to appear in search results including detailed descriptions of the documents returned.
- Solution allows e-mails and attachments to be automatically imported and fully indexed into the system without any user intervention or data entry.
- Solution allows classification and cataloging of physical and electronic library and archival materials with user created classification.

Integrations & Workflow

- Solution allows drag-and-drop import of messages into the ECM system using e-mail client folders in order to automate the classification and indexing of e-mails and attachments (e.g., users could create a folder for purchase orders, one for invoices, another for resumes, etc.).
- Solution provides ability to stamp a specific revision of a document as a version, limiting which revisions of a document a certain user can see.
- Solution allows documents to be added to a workflow in several different ways, including:
 - Scanning
 - Enterprise text report processing
 - Electronic forms processing
 - Document import processing
 - API
 - Network drives
 - E-mail interface
 - Drag and drop from a line-of-business application screen.
- Solution permits adding documents already stored within the solution's repository to a workflow process at a specific point-in-time.
- Solution should be able to integrate with other systems and provide a description of services/API's and batch integrations.

Reporting

- Solution produces reports utilizing custom transactions (e.g., approval time stamps added by a specific user during a transaction).
- Solution provides reporting capabilities such as:
 - Daily Workflow Usage
 - Documents ingested per day
 - User access/security reports.

Storage

- Solution allows the archiving of documents to various media, including:
 - Windows file servers, to allow the leveraging of Share and NTFS permissions
 - CD, DVD or Blu-ray.
- System supports the organization of documents into folder-type structures. Explain how this is accomplished.
- Solution stores documents in their original, native file format, not in a proprietary format, so that we are not forced to use your software to access our data.
- Solution should contain an export tool for massive exporting of content in a non-proprietary format. This should supply both the document and the index values.

Continuity/Redundancy

- System's storage architecture allows for documents and images to be stored at different physical locations for the purpose of high availability or disaster recovery. If one of the locations were to have a failure, there would be no interruption of access to the documents.

Security

- System must have the option to limit access to the storage locations based on service accounts.
- Solution provides a variety of destruction options, including the ability to keep both index values and files permanently, keep only index values, or purge both index values and files with or without a history log (certificate of destruction).
- Solution provides the ability to partially or fully encrypt data and documents using AES 256-bit encryption.
- Solution provides the ability to access a document-level audit trail directly from the document.
- Solution provides the ability to encrypt data at the database level and at the file storage level, as well as content that has been backed up / at rest.
- Describe the depth and breadth of your system's security methodology (rights and privileges), including system's ability to assign security at each of the following levels:
 - User Groups
 - Users
 - Document Type Groups
 - Document Types

- Index Values
- Folders
- Notes
- Workflow
- Import Processors
- Scan Queues
- Configuration.
- Describe the solution's different security options for logging into the system, allowing the system administrator to decide which option is the best for the Authority.

Implementation Services

- The scope of this RFP includes the sizing, configuration, implementation and on-going support of the technical infrastructure associated with the ECMS.
- As part of the Proposal, the Offeror shall describe the operating environment and proposed infrastructure. Evaluation criteria for this section are related to performance, scalability, flexibility and price.
- For any hosted services the RFP response must clearly state whether the infrastructure is part of the Offeror's service offering or must be procured separately.
- Due to the inconsistent use of industry terms such as "hosting" and "software as a service", any use of such terms must be fully-defined within the context of the Offeror's Proposal.
- For any solution that is not on-premise: the sizing, set-up, configuration and management of the cloud environment.
- For any on-premise solution: the Authority installed equipment up to and including the operating system and initial network configuration. The Contractor is responsible for any remaining set-up and configuration.
- Offerors must list any software that the Authority is required to purchase or license. This includes, but is not limited to, server operating systems, end-user clients, tools, system components, data bases, and browser plug-ins.
- This also includes tools that may be required during the project development but not for on-going support. For each such software, the following information must be provided:
 - Name
 - Manufacturer
 - Purpose/Use
 - Version information
 - Number of licenses (split by user type, if applicable)
 - License type (user, CPU, node, transaction volume, etc.)
 - License term (annual, perpetual)*
 - License restrictions, if any
 - Please describe the warranties included with licensing including coverage details.
- System source materials/as-built diagrams of what is been delivered along with materials that outline regular maintenance and support activities and best practices
- The offeror will provide periodic in version system upgrades and updates, at a minimum, of once per year. System upgrades and updates are to be performed by the offeror when a critical software bug degrades system performance or operation, a critical security patch has been issued to correct a vulnerability in software, there is a feature necessary to the

business of the Authority in a later version of software is required, and the software is approaching end of sale, and the end of life cycle begins. responsible for warranty tracking and this includes all equipment under configuration management.

Training

- All associated user instructions and/or training materials for business users and technical staff
- Develop and draft detailed content management strategy, plan and associated Artifacts.
- Lead and manage the execution of the content management plan.

INFORMATION REQUESTS

All questions and requests for information are to be directed to the designated Authority Contact Person, **Dave Aubertine, Director, IT at 716-685-8210 (email: daubertine@ecwa.org)**, in accordance with New York State Finance Law §§139-j and 139-k.

PROPOSAL REQUIREMENTS

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

The proposal is to address the following:

- Item 1: Provide an overview of the solution being proposed. Overview should include description of all relevant features, high level implementation plan, warranty and/or maintenance information, licensing and fees and any additional hardware or software expenses. All expenses should be itemized and should also provide a cumulative total. Line items should also denote which are optional versus required for implementation and meeting the stated requirements. Line items should include:
- Labor
 - Licensing
 - Hardware (if applicable)
 - Additional Software
 - Training (to include ECWA Technical Staff and End Users)
 - Travel
- Item 2: Qualifications and related experience of the firm. In the proposal, the implementation partner should describe/highlight the experience, training, and certification of all staff that are to participate in the contract. The implementation partner should also describe any training or continuous education that will benefit the staff that will provide support to the Authority.

- Item 3: The respondent should demonstrate, at a minimum, experience in the following:
- A. The respondent must have implemented two (2) large scale ECM technology solutions plus have included a migration of at least 10 million documents of which some portion must be images.
 - B. At least one project must have been for a public sector customer.
 - C. The implementation partner must have successfully completed one such project in the past three (3) years and completed both projects within seven (7) years.
- Item 4: Fee proposal for service and maintenance during the three-year contract period. Proposal should provide a breakdown of services and coverage with service level agreements (SLA's) and recovery time and recovery point objectives clearly defined. If respondent has a standardized agreement used for such services, include a copy with the proposal.
- Item 5: Hourly rate and other applicable charges for miscellaneous additional work, including work for Out of Version System Upgrades and Updates as described in the Scope of Work
- Item 6: Completed Required Forms regarding Public Authority's Law §§ 2875, 2876, and 2878, State Finance Law §§139-j and 139-k and Unlawful Discriminatory Practices (pp. 9-20)
- Item 7: Proof of insurance in accordance with Erie County Water Authority Insurance Requirements (pp. 21-22)

Proposals will be accepted until 4:00 p.m. on [REDACTED], 2022. Five hard copies of the proposal and one digital .pdf file (on a USB flash drive) are to be delivered to Erie County Water Authority, 3030 Union Road, Cheektowaga, NY 14227 to the attention of Mr. David Aubertine, Director of Cybersecurity Information Technology. 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 Mr. Aubertine in a sealed envelope and be clearly marked on the outside of the mailing or hand delivered envelope as follows: **“PROPOSAL – Enterprise Content & Document Management”**

EVALUATION AND SELECTION:

All proposals will be evaluated by an in-house committee comprised of Authority personnel familiar with the Authority's communication system requirements. Interviews and/or presentations of the proposals will be requested if needed. The proposals will be evaluated based on the criteria listed above.

The 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 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. Due to the Authority's designation as critical infrastructure, the selected vendor will be required to enter into a confidentiality agreement to be drafted and approved by the Authority.

All vendors submitting proposals will be notified of the selection results. It is anticipated that the selection process will be completed by May 2022, and that the agreement will be executed in June 2022.

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____

TERMS _____ DELIVERY DATE AT DESTINATION _____

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: _____

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: _____

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)

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

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.

Offeror Statement:

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

- *Offeror is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.*
- *Offeror 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.*
- *Offeror 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 – Enterprise Content Management System Project No. 202200020

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 duration of the contract. 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
- 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:

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

f. Technology Professional Liability (Including Cyber Liability*)

- \$5,000,000. Per Claim
- \$5,000,000. 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, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.