



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**

To: Jerome D. Schad, Chair  
Peggy A. LaGree, Vice Chair  
Michele M. Iannello, Treasurer

From: Terrence D. McCracken, Secretary to the Authority

Date: July 5, 2023

Subject: RFP for Public Relations Services

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On May 12, 2023, a Request for Proposals (the “RFP”) was issued relating to Public Relations Services. The RFP was posted to the Erie County Water Authority’s (the “Authority”) website and issued to the following companies:

- 19 Ideas
- Carolyn Human Communications LLC
- e3 Communications
- Farrow Communications
- KC Public Relations
- Kirkpatrick Group
- Momentum – The Business Growth Agency
- Pantano & Associates
- Crowley Webb
- Eric Mower & Associates

The Authority received a proposal from e3 Communications. Two firms, The Parkside Group and ZE Creative Communications, obtained the RFP through the posting on the Authority’s website and submitted proposals.

The Review Committee of Jennifer Hibit and myself determined that Ze Creative Communications and The Parkside Group each had very nice proposals, however both lack lump sum pricing and most importantly lack a local presence and local media contacts. That said e3 Communications has done a nice job over the past five years and is very attentive to our daily needs.

With those thoughts in mind, I respectfully request that the Authority consider the award of a contract to e3communications to continue as our Public Relations Services.

**O&M Budget Information:**

- Unit: 6030 Public Information
- Item No. 60 Special Service

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

**Contract:** \_\_\_\_\_ **Project No.:** 202300148  
**Project Description:** Professional Services Agreement with e3 Communications

**Item Description:**

- |   |   |   |                                       |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> Agreement                            | <input checked="" 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 type="checkbox"/> Request for Proposals                |   |   |                                       |
| <input type="checkbox"/> Other _____                          |   |   |                                       |

**Action Requested:**

- |   |  |
|---|--|
| <input type="checkbox"/> Board Authorization to Execute                       | <input 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 type="checkbox"/> Board Authorization to Solicit Request for Proposals |  |
| <input type="checkbox"/> Other _____  |  |

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

- |   |                         |                         |
|---|-------------------------|-------------------------|
| <input type="checkbox"/> Other (if Applicable)              | _____                   | Date: _____             |
| <input type="checkbox"/> Chief Operating Officer            | _____                   | Date: _____             |
| <input type="checkbox"/> Executive Engineer                 | _____                   | Date: _____             |
| <input type="checkbox"/> Director of Administration         | _____                   | Date: _____             |
| <input checked="" type="checkbox"/> Risk Manager            | <u>Molly Op Musarra</u> | Date: <u>7/10/2023</u>  |
| <input checked="" type="checkbox"/> Chief Financial Officer | <u>Oppe</u>             | Date: <u>07/07/2023</u> |
| <input checked="" type="checkbox"/> Legal                   | <u>[Signature]</u>      | Date: <u>7/10/2023</u>  |

**APPROVED FOR BOARD RESOLUTION:**

- |  |                    |                        |
|--|--------------------|------------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u>[Signature]</u> | Date: <u>7/10/2023</u> |
|--|--------------------|------------------------|

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, effective as of July 6 2023 (“Effective Date”), is by and between

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

hereinafter referred to as the “Authority,” and

**E3 COMMUNICATIONS, INC.**  
551 Franklin Street  
Buffalo, New York 14202

hereinafter referred to as the “Consultant.”

**WHEREAS**, the Authority desires to enter into an agreement with the Consultant to render public relations services upon the terms and for the consideration set forth in this Agreement;

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

### ARTICLE 1 – SERVICES OF CONSULTANT

#### 1.01 Standard of Performance

- A. **Standard of Care:** The Consultant shall perform its services under this Agreement in a manner consistent with the level of care and skill customarily exercised by other professionals with the same degree of knowledge and experience under similar circumstances. The Consultant will be responsible to the Authority for errors or omissions in the performance of its services and for the failure to perform its services.

#### 1.02 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.
- H. If the Consultant, its employees, agents and/or subcontractors, wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority Property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Consultant's employees, representatives and engineers shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

**1.03** 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.

**1.04** *Scope of Service:* The Consultant agrees to provide public relations services to the Authority as set forth below.

- A. The Consultant agrees to develop and implement a proactive public relations program on behalf of the Authority that includes, but is not limited to, media relations; customer communications and education; public affairs and advocacy;

crisis management; water quality initiatives; public awareness and community events programming; and website and social media content management.

- B. The Consultant agrees to provide strategic consultation and planning on Authority public relations programs and matters.
- C. The Consultant agrees to provide strategic consultation and planning to assist the Authority in crisis management and other issues as they arise.
- D. The Consultant agrees to write, revise, review and comment on public relations materials, such as press releases, media alerts and statements, opinion pieces and letters to the editor, issue and advocacy advertisements, the Authority's Annual Report and Annual Water Quality Report, customer communications, and additional communications materials as requested by the Authority.
- E. The Consultant agrees to consult with and advise the Authority regarding its website content and design.
- F. The Consultant agrees to monitor, track, research and distribute media reports related to the Authority, drinking water issues, regulations and other pertinent matters.
- G. The Consultant agrees to provide the Authority with routine graphic design services related to issue advertisements, the design and layout of both the Authority's Annual Report and Annual Water Quality Report, and additional publications and materials as requested by the Authority.
- H. The Consultant agrees to attend meetings with the Authority's Board of Commissioners to discuss ongoing public relations opportunities and challenges, as requested by the Secretary to the Authority.
- I. The Consultant agrees to assist in development of communications to the Authority's employees, as requested.
- J. The Consultant agrees to provide other public relations activities as requested by the Authority.

## **ARTICLE 2 – COMPENSATION**

**2.01** The Consultant shall submit monthly invoices to the Authority in a form acceptable to the Authority's Chief Financial Officer and/or Comptroller. Payment for services will be made within 45 days of receipt of a properly submitted invoice.

**2.02** The Consultant agrees to provide public relations services at a rate of \$8,500 per month.

**2.03** The Authority agrees to reimburse the Consultant, at cost, for expenses incurred in by the Consultant and related to its representation of Authority, including, but not limited to media tracking services, production of collateral, delivery services and mileage.

**2.04** **Audit:** 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's Executive Staff. 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:** Any modification or variation from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

**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. 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. All data and information in any format submitted or made available to the Consultant by the Authority or any other person on behalf of the Authority, unless otherwise publicly available, and all data and information, and other work developed by the Consultant under this Agreement, shall be utilized by the Consultant solely in connection with the performance of services under this Agreement only and shall not be made available by the Consultant to any other person.
- D. In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. Consultant may provide such information to its Authority-approved 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.
- E. The Authority and the Consultant both agree that neither party shall disclose, in whole or in part, by any means whatsoever, any Proprietary Information provided by the disclosing party to any third party without the express prior written consent of the disclosing party. The receiving party shall not alter, modify, decompile, disassemble, reverse engineer, or create derivative works from the disclosing party's Proprietary Information. The receiving party shall use Proprietary Information of the disclosing party only for the limited purpose of in relation to services provided under this Agreement and not for any other purpose. Proprietary Information shall include, but is not limited to, specifications, frameworks, outlines, designs, process information, technical data, marketing and business plans, customers/client names/data, product road maps, pricing, toolkits, software, and/or intellectual property that the disclosing party considers to be protected by applicable laws.
- F. The terms of this paragraph shall be binding during and following the termination of this Agreement.

**3.06 Insurance:**

- A. The Consultant agrees to 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.
- B. The Consultant agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.
- C. The Consultant agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Consultant agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority requires the name of the employee, the employee's phone number and email address.

**3.07 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.

**3.08 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.

**3.09 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.

**3.10 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.

**3.11 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 2.
- 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.

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

**3.13 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.

**3.14 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 August 1, 2023 through July 31, 2026. The parties may agree in writing to extend this Agreement under the same terms and conditions, or upon such terms and conditions acceptable to the Authority, for two (2) additional one-year (1) 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 Service Provider in accordance with the written notification terms of this Agreement.

**IN WITNESS WHEREOF**, the parties do hereby enter and execute this Agreement effective \_\_ day of \_\_\_\_\_, **2023**, the date of the Authority’s adopting resolution authorizing its execution.

**ERIE COUNTY WATER AUTHORITY**

By \_\_\_\_\_  
Jerome D. Schad, Chair

**E3 COMMUNICATIONS, INC.**

By \_\_\_\_\_  
Earl V. Wells III, President

**STATE OF NEW YORK    )**  
**COUNTY OF ERIE        ) ss:**

On the 20<sup>th</sup> day of July, in the year 2023, 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 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York, that he/she is the \_\_\_\_\_ of \_\_\_\_\_, described in the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

**APPENDIX A**

**REQUIRED FORMS**

APPENDIX A

**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.

Affirmed under penalty of perjury this 31<sup>st</sup> day MAY, 2023

FIRM NAME e3COMMUNICATIONS

ADDRESS 551 Franklin Street

Buffalo NY 14202 ZIP 14202

AUTHORIZED SIGNATURE Earl V. Wells III

TYPED NAME OF AUTHORIZED SIGNATURE Earl V. Wells III

TITLE President TELEPHONE No. 716-553-5225

**APPENDIX A**

**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.

*EARL V. WELLS III*

(Name of Individual, Partnership or Corporation)

By *Earl V. Wells III*  
(Person authorized to sign)

(SEAL)

## APPENDIX A

### 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

**APPENDIX A**

is empowered to compel the attendance of witnesses and examine them under oath.

*EARL V. WELLS III*

\_\_\_\_\_  
(Name of Individual, Partnership or Corporation)

By *Earl V. Wells III*

\_\_\_\_\_  
(Person authorized to sign)

(SEAL)



## **APPENDIX A**

### **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 Requirements 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.

APPENDIX A

FORM A

**Offerer'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 Offerer submits its proposal.

Offerer 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: 5/31/2023

Name: EARL V. WELLS II

Title: PRESIDENT

Contractor Name: C3 COMMUNICATIONS

Contractor Address: 551 FRANKLIN Street  
BUFFALO, NY 14202

APPENDIX A

FORM B

Offerer'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 Offerer 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 Offerer submits its proposal.

Offerer 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: 5/31/2023

Name: Earl V. Wells III

Title: President

Contractor Name: E3 COMMUNICATIONS

Contractor Address: 551 Franklin Street  
Buffalo, NY 14202

## APPENDIX A

Page 1 of 3

### FORM C

#### **Offerer'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 Offerer 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 "Offerer" 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 Offerer 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 Offerer 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 Offerer is necessary to protect public property or public health safety, and the Offerer 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 Offerer submits its proposal.

APPENDIX A

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

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

E3COMMUNICATIONS

Address: 551 FRANKLIN ST.

BUFFALO, NY 14202

Name and Title of Person Submitting this Form: EARL V. NEKS JR. PRESIDENT

Contract Procurement Number: 202300108

Date: 5/31/2023

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)

APPENDIX A

**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)

Offerer 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: *Earl V. Wells III*  
Signature

Date: 5/31/2023

Name: Earl V. Wells III

Title: President

## APPENDIX A

### CONTRACT TERMINATION PROVISION

#### Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §§ 139 j(1) and 139-k(l).

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

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority, as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

#### Sample Contract Termination Provision

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

APPENDIX A

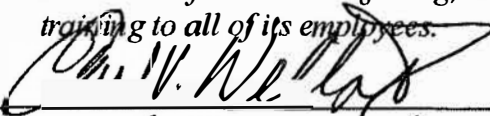
OFFERER'S STATEMENT REGARDING PREVENTION OF UNLAWFUL DISCRIMINATORY PRACTICES

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 Offerer.

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: 5/31/2023

Name: Earl V. Wells III

Title: President

Offerer Name: E3 COMMUNICATIONS

Offerer Address: 551 Franklin Street  
Buffalo, NY 14202



**APPENDIX B**

**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS  
PUBLIC RELATIONS SERVICES  
PROJECT 202300148**

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. Professional Liability**

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

g. Cyber Liability

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

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](mailto: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.



**POLICY NUMBER:** 01 SBA KZ5407



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

ERIE COUNTY WATER AUTHORITY  
350 ELLICOTT SQ BLDG  
295 MAIN ST  
BUFFALO, NY 14203-2494

**Form IH 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 001**

**Process Date:** 10/19/22

**Expiration Date:** 01/03/24

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b> E3 Communications Inc 551 Franklin Street Buffalo, NY 14202</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p><b>1b. Business Telephone Number of Insured</b></p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 16-1596761</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> Erie County Water Authority 350 Ellicott Square Bldg 295 Main Street Buffalo, NY 14203</p>	<p><b>3a. Name of Insurance Carrier</b> Hartford Insurance Company</p> <p><b>3b. Policy Number of entity listed in box "1a"</b> 01WECKN3863</p> <p><b>3c. Policy effective period</b> 1/3/2023 to 1/3/2024</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b>  <input type="checkbox"/> included. (Only check box if all partners/officers included)  <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>


This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Ralph J. Vanner, Jr., CPCU  
or licensed agent of insurance carrier)

Approved by:  6/1/2023  
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 688-8888

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## **Workers' Compensation Law**

**Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
E 3 COMMUNICATIONS INC
551 FRANKLIN STREET
BUFFALO, NY 14202
1b. Business Telephone Number of Insured
1c. Federal Employer Identification Number of Insured or Social Security Number
161596761
2. Name and Address of Entity Requesting Proof of Coverage
Erie County Water Authority
350 Ellicott Square Bldg
295 Main Street
Buffalo, NY 14203
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL594905
3c. Policy effective period
01/01/2023 to 12/31/2023

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[ ] B. Disability benefits only.
[ ] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/1/2023 By Richard White, Chief Executive Officer
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

# RFP EVALUATION SCORESHEET

Public Relations Services

ERIE COUNTY WATER AUTHORITY

Project No: 202300108

Company Name:           e3communications          

Technical Reviewers:           McCracken/Hibit          

<b>RFP - Required Information and Scoring</b>
---

<b>Items 1 - 7 / Required Information / Pass or Fail</b>	<b>Max. Points /Item</b>	<b>Pass/Fail</b>
1. Acceptance period and Location. Required copies and RFP submitted information by the response date.	P/F	✓
2. Organizational Information: company's legal name; address; phone; fax; website, email address. Organization of qualifications and proposal statements.	P/F	✓
3. Title Page / Firm Overview	P/F	✓
4. Personnel Information including background information and experience	P/F	✓
5. Relevant Experience and Expertise	P/F	✓
6. Marketing / Schedule / Cost Proposal / References / Third Party Partnerships	P/F	✓
7. Certifications & Insurances	P/F	✓
<b>Item 8 / Qualifications and experience / 60 Points Max.</b>		
General qualifications and experience on projects of similar size and scope either in the public or private sector.	<b>60</b>	<b>SCORE</b>
		<b>55</b>
<b>Item 9 / Public sector experience / 40 Points Max.</b>		
Previous demonstrated successful experience with public sector projects, including unique knowledge of key members related to the project, or team experience on similar public sector projects.	<b>40</b>	<b>SCORE</b>
		<b>40</b>

<b>Item 10 / Managerial and staff capability / 50 Points Max</b>	<b>50</b>	<b>SCORE</b>
Evaluate the number of staff assigned to the project, résumés of staff assigned to the project, etc.		<b>50</b>
<b>Item 11 / Proposed study methodologies / 40 Points Max</b>	<b>40</b>	<b>SCORE</b>
Evaluate how the company plans to approach the project and the steps to be taken to complete the project. Does the company demonstrate an understanding of the magnitude and importance of the project?		<b>35</b>
<b>Item 12 / Professionalism of the proposal / 30 Points Max</b>	<b>30</b>	<b>SCORE</b>
Was the response to the RFP clear, concise, professionally written well, organized, and responsive?		<b>30</b>
<b>Item 13 / Company's cost and time proposal / 30 Points Max</b>	<b>30</b>	<b>SCORE</b>
Company's process for assuring the project cost is within budget and completed on time. Has the company demonstrated experience in completing similar projects on time and within budget?		<b>20</b>
<b>TOTAL POINTS</b>	<b>250</b>	<b>230</b>

Company Name:           e3communications            
Technical Reviewer:           McCracken/Hibit          

**NOTES ON REVIEW:**

**E3communications has been our public relations consultant for the past five years. We are extremely happy with the professional services that they provide. They are a local company that is very familiar with our organization and is attentive to our daily needs.**

# RFP EVALUATION SCORESHEET

Public Relations Services

ERIE COUNTY WATER AUTHORITY

Project No: 202300108

Company Name: The Parkside Group

Technical Reviewers: McCracken/Hibit

<b>RFP - Required Information and Scoring</b>
---

Items 1 - 7 / Required Information / Pass or Fail	Max. Points /Item	Pass/Fail
1. Acceptance period and Location. Required copies and RFP submitted information by the response date.	P/F	✓
2. Organizational Information: company's legal name; address; phone; fax; website, email address. Organization of qualifications and proposal statements.	P/F	✓
3. Title Page / Firm Overview	P/F	✓
4. Personnel Information including background information and experience	P/F	✓
5. Relevant Experience and Expertise	P/F	✓
6. Marketing / Schedule / Cost Proposal / References / Third Party Partnerships	P/F	✓
7. Certifications & Insurances	P/F	✓
<b>Item 8 / Qualifications and experience / 60 Points Max.</b>		
	<b>60</b>	<b>SCORE</b>
General qualifications and experience on projects of similar size and scope either in the public or private sector.		<b>50</b>
	<b>40</b>	<b>SCORE</b>
Previous demonstrated successful experience with public sector projects, including unique knowledge of key members related to the project, or team experience on similar public sector projects.		<b>30</b>

<b>Item 10 / Managerial and staff capability / 50 Points Max</b>	<b>50</b>	<b>SCORE</b>
Evaluate the number of staff assigned to the project, résumés of staff assigned to the project, etc.		<b>20</b>
<b>Item 11 / Proposed study methodologies / 40 Points Max</b>	<b>40</b>	<b>SCORE</b>
Evaluate how the company plans to approach the project and the steps to be taken to complete the project. Does the company demonstrate an understanding of the magnitude and importance of the project?		<b>35</b>
<b>Item 12 / Professionalism of the proposal / 30 Points Max</b>	<b>30</b>	<b>SCORE</b>
Was the response to the RFP clear, concise, professionally written well, organized, and responsive?		<b>25</b>
<b>Item 13 / Company's cost and time proposal / 30 Points Max</b>	<b>30</b>	<b>SCORE</b>
Company's process for assuring the project cost is within budget and completed on time. Has the company demonstrated experience in completing similar projects on time and within budget?		<b>20</b>
<b>TOTAL POINTS</b>	<b>250</b>	<b>180</b>

Company Name: The Parkside Group  
Technical Reviewers: McCracken/Hibit

**NOTES ON REVIEW:**

**Another good proposal. Parkside has some municipal clients, appears to be a large national organization but recognizes the value of local events and interests. The fee appears reasonable; however, it is not a lump sum as it provides estimated hours for ala carte services. Unfortunately, The Parkside Group does not have a local footprint, they lack local media contacts and relationships this is not a condition of appointment however would be of value to the Authority.**

# RFP EVALUATION SCORESHEET

**Public Relations Services**

**ERIE COUNTY WATER AUTHORITY**

**Project No: 202300108**

Company Name: Ze Creative Communications

Technical Reviewers: McCracken/Hibit

<b>RFP - Required Information and Scoring</b>
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<b>Items 1 - 7 / Required Information / Pass or Fail</b>	<b>Max. Points /Item</b>	<b>Pass/Fail</b>
1. Acceptance period and Location. Required copies and RFP submitted information by the response date.	P/F	✓
2. Organizational Information: company's legal name; address; phone; fax; website, email address. Organization of qualifications and proposal statements.	P/F	✓
3. Title Page / Firm Overview	P/F	✓
4. Personnel Information including background information and experience	P/F	✓
5. Relevant Experience and Expertise	P/F	✓
6. Marketing / Schedule / Cost Proposal / References / Third Party Partnerships	P/F	✓
7. Certifications & Insurances	P/F	✓
<b>Item 8 / Qualifications and experience / 60 Points Max.</b>		
	<b>60</b>	<b>SCORE</b>
General qualifications and experience on projects of similar size and scope either in the public or private sector.		<b>50</b>
<b>Item 9 / Public sector experience / 40 Points Max.</b>	<b>40</b>	<b>SCORE</b>
Previous demonstrated successful experience with public sector projects, including unique knowledge of key members related to the project, or team experience on similar public sector projects.		<b>35</b>

<b>Item 10 / Managerial and staff capability / 50 Points Max</b>	<b>50</b>	<b>SCORE</b>
Evaluate the number of staff assigned to the project, résumés of staff assigned to the project, etc.		<b>0</b>
<b>Item 11 / Proposed study methodologies / 40 Points Max</b>	<b>40</b>	<b>SCORE</b>
Evaluate how the company plans to approach the project and the steps to be taken to complete the project. Does the company demonstrate an understanding of the magnitude and importance of the project?		<b>40</b>
<b>Item 12 / Professionalism of the proposal / 30 Points Max</b>	<b>30</b>	<b>SCORE</b>
Was the response to the RFP clear, concise, professionally written well, organized, and responsive?		<b>25</b>
<b>Item 13 / Company's cost and time proposal / 30 Points Max</b>	<b>30</b>	<b>SCORE</b>
Company's process for assuring the project cost is within budget and completed on time. Has the company demonstrated experience in completing similar projects on time and within budget?		<b>25</b>
<b>TOTAL POINTS</b>	<b>250</b>	<b>180</b>

Company Name: Ze Creative Communications  
Technical Reviewer: McCracken/Hibit

**NOTES ON REVIEW:**

**This is a very good proposal. Ze has many municipal clients and specifically several in the water industry. The fee appears reasonable, however additional costs for general services such as graphics, design, photography, and videography. Unfortunately, Ze does not have a local footprint, they lack local media contacts and relationships. This is not a condition of appointment, however, would be of value to the Authority.**