

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

**Contract:** \_\_\_\_\_ **Project No.:** 201900274  
**Project Description:** AWIA – Risk and Resilience Assessment

**Item Description:**

Agreement     Professional Service Contract     Amendment     Change Order.  
 BCD     NYSDOT Agreement     Contract Documents     Addendum  
 Recommendation for Award of Contract     Recommendation to Reject Bids  
 Request for Proposals  
 Other \_\_\_\_\_

**Action Requested:**

Board Authorization to Execute     Legal Approval  
 Board Authorization to Award     Execution by the Chairman  
 Board Authorization to Advertise for Bids     Execution by the Secretary to the Authority  
 Board Authorization to Solicit Request for Proposals  
 Other \_\_\_\_\_

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Other (if Applicable)	<u>[Signature]</u>	Date: <u>12/3/19</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u>[Signature]</u>	Date: <u>12/3/19</u>
<input checked="" type="checkbox"/> Executive Engineer	<u>[Signature]</u>	Date: <u>12-3-19</u>
<input checked="" type="checkbox"/> Director of Administration	<u>[Signature]</u>	Date: <u>12/4/19</u>
<input checked="" type="checkbox"/> Risk Manager	<u>[Signature]</u>	Date: <u>12/4/19</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u>[Signature]</u>	Date: <u>12/4/19</u>
<input checked="" type="checkbox"/> Legal	<u>[Signature]</u>	Date: <u>12/4/19</u>

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority [Signature] Date: \_\_\_\_\_

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

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



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

December 3, 2019

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, Executive Engineer *LFK*

Subject: Request for Proposals  
AWIA – Risk and Resilience Assessment  
ECWA Project No. 201900274

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The Authority must conduct a Risk and Resilience Assessment (RRA) and submit a certification of its completion to the U.S. EPA by March 31, 2020.

The Authority plans to do the assessment in-house on our physical assets with assistance from a Consultant and have a Consultant perform the entire assessment for the Cyber Security and Business Continuity aspects of the project.

The second phase of the project will entail updating the Authority's Emergency Response Plans (ERPs) based on the information developed during the RRA phase. The scope of work for the ERP phase cannot be determined until the Risk and Resilience Assessment has been completed. Due to the sensitive nature of this project it is recommended that same Consultant be utilized for the ERP phase. A Professional Service Amendment can be executed once a scope of work and fee are negotiated for the ERP phase.

I recommend that the Request for Proposals be issued to the following consulting engineers:

Arcadis  
GHD  
Hazen and Sawyer PC  
Nussbaumer & Clarke, Inc.

The Engineering Department is requesting a Resolution to Solicit the Request for Proposals. The contact person for the Restricted Period for this RFP will be Leonard F. Kowalski, Executive Engineer.

The Request for Proposals and Authorization Form will need prior approval by the Legal Department, Chief Financial Officer, and Risk Manager prior to being sent to the Board for consideration.

LFK:jmf

Attachments

cc: R.Stoll  
M.Wymer  
L.Lester  
M. Barrett  
J.Schlierf  
ECWA-041-1901

**REQUEST FOR PROPOSALS  
FOR CONSULTING ENGINEERING SERVICES**

**AWIA – RISK AND RESILIENCE ASSESSMENT  
ECWA Project No. 201900274**

**General**

The Erie County Water Authority (Authority) will accept proposals for consulting engineering services to provide assistance preparing Risk and Resilience Assessments (RRAs) as required by the America's Water Infrastructure Act (AWIA) of 2018 and updates to the Authority's Emergency Response Plans (ERPs) based on the RRAs.

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

The Request for Proposal (RFP) is being conducted pursuant to the New York State Finance Law §§139-j and 139-k and the Erie County Water Authority's Procurement Disclosure Policy. The Procurement Disclosure Policy is available by accessing the Erie County Water Authority's web site – <http://www.ecwa.org>, under the caption "Doing Business with ECWA".

**Project Description**

The Authority will conduct a risk and resilience assessment (previously termed as vulnerability assessment) of the water system's physical assets with assistance from the Consultant, to accomplish this, the Authority proposes to use the Environmental Protection Agency's VSAT Web 2.0 software. The project has been divided up into eight (8) tasks. The Authority plans on performing most of the work inhouse with the exception of Task 8. Task 8 is the Cyber/Business Continuity risk and resilience assessment. The consultant will be required to provide a lump sum fee for Task 1 and Task 8, all other tasks will be supported on an as needed basis. The second phase of the project will entail updating the Authority's ERPs based on the information developed during the RRA phase. Due to the sensitive nature of this project the same Consultant will be utilized for the ERP phase, a Professional Service Amendment will be executed once a scope of work and fee are negotiated for the ERP phase.

The RRA phase of the project evaluates the vulnerabilities, threats and consequences from potential hazards. The following items will be evaluated:

- Natural hazards and malevolent acts (i.e., all hazards).
- Resilience of water infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage and distribution, and electronic, computer and other automated systems).
- Monitoring practices.
- Financial systems (e.g., billing systems).
- Chemical storage and handling.
- Operation and maintenance.

The ERP phase of the project will include:

- Strategies and resources to improve resilience, including physical security and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water.
- Actions and equipment to lessen the impact of a malevolent act or natural hazard, including but not limited to alternative water sources.
- Strategies to detect malevolent acts or natural hazards that threaten the system.

### **Scope of Work**

The methods of payment shall be per the Authority standard form of Professional Services Contract, a copy of which is available upon request.

The scope of work is described in detail below and specifically includes the following:

- Task 1 - Risk and Resilience Kickoff Meeting
- Task 2 - Asset and Threat Characterization
- Task 3 - Consequence and Vulnerability Analysis
- Task 4 - Threat Likelihood Analysis
- Task 5 - Risk and Resilience Analysis
- Task 6 – Risk and Resilience Management
- Task 7 - Risk Assessment and Recommendations Report
- Task 8 – Cyber/Business Continuity Risk and Resilience Assessment

#### **Task 1 – Risk and Resilience Kickoff Meeting**

Consultant will facilitate a kick-off meeting intended to establish project goals, roles, responsibilities, schedule and to review all phases, tasks, assumptions, and deliverables. During Task 1, the Authority and Consultant will review project information security and communications protocols. Task 1 will be used to discuss the Consultant’s overall role in the project, which will include input on the approach of internal workshops and the preparation of risk assessment documentation. This will be an in-person meeting held at the Service Center.

#### **Task 1 Fee:**

Lump sum

#### **Task 1 Deliverables:**

Data request

Kickoff meeting summary

#### **Task 2 – Asset and Threat Characterization**

Authority will hold an Asset and Threat Characterization Workshop with internal stakeholders to confirm the Authority’s mission and to identify critical facilities, assets and threats. The purpose of creating a critical asset list is to identify those assets and facilities to be assessed. The threat

list will identify the malevolent, natural, proximity and dependency threats to be considered for the assessment.

**Task 2 Fee:**

Hourly rates based on an as-needed basis.

**Task 2 Deliverables:**

Provide hourly support in developing the following deliverables:  
Asset and Threat Characterization Workshop materials and facilitation  
Critical assets and facilities list  
Threat Characterization table

**Task 3 – Consequence and Vulnerability Analysis**

Authority will hold a workshop with staff to formalize threat-asset pairs of concern and to address the corresponding consequences and vulnerabilities. The Consequence and Vulnerability Workshop will explore the worst reasonable consequences that can be caused by the selected threats and hazards on the selected assets. The vulnerability analysis determines the ability of each critical asset and its protective systems to withstand each specified threat.

**Task 3 Fee:**

Hourly rates based on an as-needed basis.

**Task 3 Deliverables:**

Provide hourly support in developing the following deliverables:  
Threat-Asset pairs of concern  
Table documenting consequences, assumptions and quantitative estimates  
Consequence and Vulnerability Workshop materials and facilitation

**Task 4 – Threat Likelihood Analysis**

Authority will determine the likelihood (also known as probability or frequency) that a specific threat will occur. Standard information on frequency and severity of natural hazards from sources such as NOAA and FEMA and local hazard mitigation plans will be used, as well as input on malicious adversaries from local law enforcement.

**Task 4 Fee:**

Hourly rates based on an as-needed basis.

**Task 4 Deliverables:**

Provide hourly support in developing the following deliverables:  
Threat analysis results table

**Task 5 – Risk and Resilience Analysis**

Once the consequences, vulnerabilities, and threat likelihoods have been determined, the Authority will calculate the overall estimated risk and resilience profile (financial and operational). This report will fulfill the AWIA requirement for a Risk and Resilience Assessment.

**Task 5 Fee:**

Hourly rates based on an as-needed basis.

**Task 5 Deliverables:**

Provide hourly support in developing the following deliverables:

Risk and resilience estimates for each threat-asset pair.

**Task 6 – Risk and Resilience Management**

The risk and resilience management task will include identifying which risks warrant mitigation and collaborating internally to develop risk reduction ideas and preliminary costs and benefits. The Authority will hold a workshop to review and formalize the mitigation ideas. Each idea will be documented on a business case template.

**Task 6 Fee:**

Hourly rates based on an as-needed basis.

**Task 6 Deliverables:**

Provide hourly support in developing the following deliverables:

Templates providing risk and resilience management options

Risk and Resilience Management Workshop materials and facilitation

**Task 7 – Risk Assessment and Recommendations Report**

Under this task, Authority will prepare a draft and final Risk Assessment and Recommendations Report. If required, the Authority will utilize Consultant to review the draft and final report.

**Task 7 Fee:**

Hourly rates based on an as-needed basis.

**Task 7 Deliverables:**

Provide hourly support in developing the following deliverables:

Draft and Final Risk Assessment and Recommendations Report

**Task 8 – Cyber/Business Continuity Risk and Resilience Assessment**

The AWIA specifically requires water Utilities to assess their business continuity and financial resilience. This task will focus on assessing SCADA, critical communications, essential business systems and financial resilience together as a standalone workstream from the overall assessment. Consultant will conduct three (3) meetings with Authorities leadership and staff responsible for SCADA, IT, communications, and finance. Assume all three (3) meetings will be held at the Service Center and will be in person meetings. Consultant will provide a deliverable for the Authority to incorporate the results of the three (3) meetings into the overall Risk Assessment and Recommendations Report described in Task 7 above. This will document the consequences, vulnerability, threat likelihood and associated risk profile for cyber-malicious adversary threat-asset pairs as well as other natural and dependency threats to the assets that are critical for business continuity.

**Task 8 Fee:**

Lump sum

**Task 8 Deliverables:**

Cyber/Business Continuity RRA documentation to be incorporated by the Authority into Task 7 report.

Meeting materials and facilitation

**Special Services**

The Authority may require the Consultant to provide or arrange for and assist in obtaining one or more of the following special services in carrying out the project. Because it is not possible to determine in advance the need for or the cost of such services, these are included as separate elements of cost which shall be separately negotiated. These services include:

- a. Extra travel and subsistence for the Consultant and his staff beyond that normally required under ordinary circumstances, when authorized by the Authority.
- b. Information Technology Services
- c. Cyber Security Services
- d. SCADA Services
- e. Air, water, soil, and/or hazardous material sampling, testing, and/or analysis.
- f. Assistance to the Authority serving as an expert witness in litigation arising from project development.

**Information Requests**

All questions and requests for information are to be directed to the designated ECWA Contact Person, Mr. Leonard F. Kowalski, PE, Executive Engineer at (716) 685-8220, in accordance with New York State Finance Law §§139-j and 139-k.

**Proposal Requirements**

Proposals are to be concise, specific and straightforward. All pertinent information is to be contained in the proposal. The use of artwork, special covers, and extraneous information in the proposals is discouraged. Proposals are to remain valid for a minimum of 60 days. Each proposal is to include the following:

- Item 1 - Qualifications and related experience, particularly on the type of project outlined above.
- Item 2 - Project understanding, technical approach and detailed scope of services. Identify any suggested revisions to the scope of work as outlined herein.
- Item 3 - Project staffing for all key personnel and subcontractors; current workload; and office location(s) where work will be performed for the project.
- Item 4 - Qualifications of resident inspector(s) including applicable education, training, experience, and NICET certification (if applicable).
- Item 5 - Work performed for the Water Authority in 2017, 2018, and 2019.

- Item 6 - Current remaining workload with the Authority.
- Item 7 - Completed attachment titled Section 139 of State Finance Law per attached.
- Item 8 - Proof of insurance in accordance with the attached Erie County Water Authority Insurance Requirements for Professional Services per attached.
- Item 9 - Fee proposal which is to include a breakdown of engineering fees for each Task showing personnel, hours, hourly rates, overhead rates, and subcontractor costs for each Task per the scope of work. Proposals shall include a form that provides a fee for each location with a total overall project amount. Use \$15,000 for Special Services.

Proposals shall include the following form for comparison purposes:

<b>Project 201900274 – RFP for AWIA – Risk and Resilience Assessment</b>			
<b>Task 1 Lump Sum</b>	<b>Lump Sum</b>	<b>\$</b>	
<b>Task 8 Lump Sum</b>	<b>Lump Sum</b>	<b>\$</b>	
<b>Principal in Charge</b>	<b>20 hours</b>	<b>\$</b>	
<b>Project Manager</b>	<b>60 hours</b>	<b>\$</b>	
<b>Senior Engineer</b>	<b>250 hours</b>	<b>\$</b>	
<b>Engineer</b>	<b>100 hours</b>	<b>\$</b>	
<b>CAD Drafter</b>	<b>40 hours</b>	<b>\$</b>	
<b>Technical Typist/Admin Support</b>	<b>40 hours</b>	<b>\$</b>	
<b>Special Services</b>		<b>\$</b>	<b>15,000.00</b>
<b>TOTAL:</b>		<b>\$</b>	

**Proposals will be accepted until 4:00 p.m. on Friday, ????????????, 2019.** Four copies of each proposal are to be delivered to the Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227 to the attention of Mr. Leonard F. Kowalski, PE, Executive Engineer. 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. Kowalski in a sealed envelope and be clearly marked on the outside of the mailing or hand delivered envelope as follows: “PROPOSAL – AWIA – Risk and Resilience Assessment”.



## **Evaluation and Selection**

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

The final scope of work and fee for the engineering services for the project will be negotiated with the selected firm. Professional Service Contracts will then be executed pending successful negotiation and authorization by the Authority Board of Commissioners. All firms submitting proposals will be notified of the selection results. It is anticipated that the selection process will be completed in December 2019, and that the agreement will be executed in January 2020.

## **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.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**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.

**FORM C (Continued)**

**Offerer'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
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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
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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
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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(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.



SECTION 139-L OF THE STATE FINANCE LAW  
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

SEXUAL HARASSMENT BIDDING CERTIFICATION

- (a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

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

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

(SEAL)

END OF BID FORM SUPPLEMENTS

**REQUEST FOR PROPOSALS  
FOR CONSULTING ENGINEERING SERVICES**

**AWIA – RISK AND RESILIENCE ASSESSMENT**

**ECWA PROJECT No. 201900274**

Insurance Specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (ECWA). If a service or project, in the opinion of ECWA, represents an unusual or exceptional risk, ECWA 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
- Per project aggregate shall apply

**d. Automobile Liability:**

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

**e. Umbrella Liability:**

- \$5,000,000. Each Occurrence

- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured
- Per project aggregate shall apply

**f. Professional Liability/ Errors & Omissions Liability**

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

**g. Cyber Liability**

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

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

ACORD 25 (Item a-e) 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 ECWA 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 ECWA 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 ECWA 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 ECWA, 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 ECWA 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, ECWA 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.