

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

Contract: _____ **Project No.:** 202100061
Project Description: Cisco IP Phone System Maintenance Services.

Item Description:







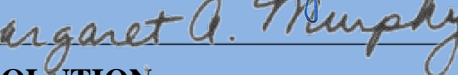
Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

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"/> Acting Manager of IT		Date: 5/3/2021
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 5/4/2021
<input checked="" type="checkbox"/> Executive Engineer		Date: 05/04/2021
<input checked="" type="checkbox"/> Director of Administration		Date: 05/04/2021
<input checked="" type="checkbox"/> Risk Manager		Date: 05/05/2021
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 05/04/2021
<input checked="" type="checkbox"/> Legal		Date: 05/04/2021

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 05/05/2021
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Remarks: _____

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



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

May 3, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: Jeffrey Schlierf, Acting Manager of Information Technology *Jr*

Subject: Cisco IP Phone System Maintenance Services
Request for Proposals
Project No. 202100061

The ECWA Information Technology Department was tasked with replacing the Authorities dated AVAYA telephone system with a modern more robust Cisco IP telephone system. That project was completed in November of 2020 and we are now seeking support for that system. Attached is a copy of the Request for Proposals (RFP) and I recommend the RFP be issued to the following companies:

C&S Business Systems
Progent Corporation
Synergy IT Solutions of WNY
ePlus Technology Inc.
Firstlight Technology

In addition, the RFP will also be posted to the ECWA website.

The Information Technology Department is requesting a Resolution to Solicit the Request for Proposals. The contact person for the Restricted Period for this RFP will be Gregory Lindner, Computer Operator.

The Request for Proposal will need prior approval by the Legal Department, Chief Financial Officer, Risk Manager, Director of Administration, Executive Engineer and Chief Operating Office prior to being sent to the Board for consideration.

Funds are available in the 2021 O&M Budget as follows:

- Unit: 8525
- Item 401000 931219 Payments to Contractor-Other

JCS:jmf

cc: K.Prendergast
L.Kowalski
ECWA-165-2101-X-16

REQUEST FOR PROPOSALS

CISCO IP PHONE SYSTEM MAINTENANCE SERVICES

ECWA Project No. 202100061

GENERAL

The Erie County Water Authority (the “Authority”) is seeking proposals from qualified companies to provide support and maintenance to its Cisco Unified Communication and Cisco Contact Center Express for a contract period of three years with the option to renew the contract for two additional one-year periods.

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

Any response to the Request for Proposals (RFP) is subject to the restrictions set forth in the New York State Finance Law §§139-j and 139-k and the Erie County Water Authority’s Purchasing Policy, as amended. The Purchasing Policy is available by accessing the Erie County Water Authority’s web site – <http://www.ecwa.org>, under the caption “Doing Business with ECWA.”

BACKGROUND INFORMATION

The Authority is an independent Public Benefit Corporation created in 1949 by a special act of the New York State Legislature know as Title III Article V of the Public Authorities Law to ensure a safe and plentiful water supply for the people and industry of Erie County.

In operation since 1953, The Authority is not an agency of New York State or Erie County government. It operates as a self-sustaining business enterprise and pays for all operating expenses out of revenues generated from the sale of water to its residential, commercial, and municipal customers.

Since its inception, the Authority has enhanced the quality of life throughout Erie county and Western New York by providing abundant supply of safe, high quality drinking water at an affordable rate. We look forward to continuing our efforts on behalf of more than 500,000 people that rely on ECWA water every day, 24 hours a day, 365 days a year.

SCOPE OF SERVICES

The Authority is seeking a three-year contract with the option to renew the contract for two additional one-year periods. The Authority has four main facilities. A Service Center that houses our Dispatch unit, Administrative offices with a fifteen employee Customer Service department, and two Water Treatment Plants. The Authority employs approximately 230 people with access to its phone system. The service and maintenance will be performed for all

locations below.

Phone System Components by Location:

- A. Service Center – Hosts Dispatch Unit (Cheektowaga, NY 14227)
 - 1. Cisco C220 M5 Server -Primary PUB UC server
 - 2. Cisco ISR4321 VG for (24) SIP Trunks & (4) Copper Lines
 - 3. (1) Analog Gateway VG310
 - 4. CUBE

- B. Administrative Building - Hosts Customer Service Dept (Buffalo NY 14203)
 - 1. Cisco C220 M5 Secondary SUB UC server
 - 2. Cisco ISR4321 VG for (36) SIP Trunks & (4) Copper Lines
 - 3. (3) Analog Gateway VG204XM
 - 4. CUBE

- C. Sturgeon Point Water Treatment Plant (Derby, NY 14047)
 - 1. (1) Analog Gateway VG202XM
 - 2. Overhead Paging and Ringer

- D. Van de Water Treatment Plant (Tonawanda, NY 14150)
 - 1. (1) Analog Gateway VG202XM
 - 2. Overhead Paging and Ringer

Physical Network Layout:

All locations are connected via 800MB Microwave WAN with 100MB fiber backup with the exception of the Administrative building, which is backed up by 5MB fiber.

Description of Services:

The Engineering Support Vendor (ESV) will be expected to assign engineering resource(s) that are certified in the implementation, and management of the Cisco hardware and software technology. The ESV will be expected to utilize a ticketing system to track all work. The ESV will provide support to the Authority's Information Technology ("IT") Staff for the Authority's Cisco UCCX, for the following functions:

- A. Basic System Administration
 - 1. Moves, adds, changes, and deletions (MAC-D)

- B. Deployment practices for software applications

- C. Basic system operation

- D. Jabber PC and mobile soft client
 - 1. Making and answering calls
 - 2. Checking voicemails
 - 3. Instant Messaging and Presence features and best practices

- 4. Using the directory
- E. CAPTEL Voice to Text Integration with system
- F. Auto Attendant administration
- G. Attendant console administration
- H. Emergency Responder administration
- I. Handset operation
 - 1. Making and answering calls
 - 2. Using the directory
 - 3. Voicemail set up and preferences
- J. Self-service portal
 - 1. How to access
 - 2. Changing personal preferences
- K. WebEx meeting services
 - 1. Scheduling meetings
 - 2. Administering meetings
 - 3. Connecting to meetings via PSTN, VoIP, Video, or Mobile application(s)
 - 4. Sharing content during meetings
- L. WebEx Teams collaboration application
 - 1. Messaging team members
 - 2. Creating group and team spaces
 - 3. Adding, removing, and administering personal and team spaces
 - 4. Creating whiteboards, sharing files, and other content
 - 5. Scheduling meetings
 - 6. Administering meetings
 - 7. Connecting to meetings via PSTN, VoIP, Video, or Mobile application(s)
 - 8. Sharing content during meetings

The ESV will provide Cisco UCCX support for Cisco Finesse desktop, customizable agent and supervisor desktop layout, blended agents: inbound and outbound capability, call control, customizable logo and heading, email integration, phonebook, API Support and integration to CRM system, on-site or home agent's support, supervisor features, workflow and chat features, outbound dialing, reporting and customized reporting, high availability setup support, and Cisco call recording and administration. The ESV will provide services to perform moves, adds, changes, and deletions, as well as problem and incident response. The ESV will also provide support and guidance with Cisco Unified Intelligence Center, including but not limited to, reporting and dashboards.

The ESV must maintain a Cisco Master Service Provider certification to support and maintain business communications solutions implemented on premise and in the cloud at all lifecycle phases of the product.

The ESV must have a network operations center (“NOC”) with dedicated and Cisco certified engineering staff to support its customers. The ESV’s NOC should provide 4 hour, 24x7 responses with a Help Desk. The NOC and Help Desk should be available after hours and on holidays. The ESV’s NOC must provide Toll Free telephone support, email support, average speed to answer of less than 60 seconds via telephone, and MAC-D Response 8X5 next day.

The ESV will provide periodic in version system upgrades and updates, at a minimum, of once per year. System upgrades and updates are to be performed by the ESV when a critical software bug degrades system performance or operation, a critical security patch has been issued to correct a vulnerability in software, there is a feature necessary to the business of the Authority in a later version of software is required, and the software is approaching end of sale, and the end-of-life cycle begins. The ESV will be responsible for warranty tracking and this includes all equipment under configuration management. The ESV will be registered as the support provider with the relevant support portals, like Cisco SmartNet (www.cisco.com).

The ESV will perform system upgrades and updates (out of version) when software or hardware is approaching end of life. The ESV will track end of life cycle for all software, including CAPTEL, and hardware pertaining to the Cisco IP Phone System. The ESV will give the Authority ample time to have the upgrade implemented before end of life occurs. The ESV will supply written quote which will need to be approved by ECWA before performing out of version upgrades.

The ESV will be expected to have personnel available to the Authority with a combination of the following skills/certifications: Cisco CCEI Voice, Cisco CCNP Enterprise, Cisco CCNA Routing and Switching, Cisco UCS, Cisco Wireless, and Cisco UC Masters Certification. The ESV should include resumes for all such personnel in their proposal.

INFORMATION REQUESTS

All questions and requests for information are to be directed to the designated Authority Contact Person, Greg Lindner at (email: glindner@ecwa.org), in accordance with New York State Finance Law §§139-j and 139-k.

PROPOSAL REQUIREMENTS

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

The proposal is to address the following:

- Item 1: Qualifications and related experience of the firm. In the proposal, the ESV should describe/highlight the experience, training, and certification of all staff that are to participate in the contract. The ESV should also describe

any training or continuous education that will benefit the staff that will provide support to the Authority.

- Item 2: The ESV should demonstrate, at a minimum, certifications/experience in the following:
- Cisco Routing and Switch
 - Cisco Data Center Networking
 - Cisco Wireless
 - Cisco Voice Solutions
 - VMWare networking solutions
- Item 3: Fee proposal for service (24 hours per day, 7 days a week coverage) during the three-year contract period.
- Item 4: Hourly rate and other applicable charges for miscellaneous additional work, including work for Out of Version System Upgrades and Updates as described in the Scope of Work
- Item 5: Completed Required Forms regarding Public Authority's Law §§ 2875, 2876, and 2878, State Finance Law §§139-j and 139-k and Unlawful Discriminatory Practices (pp. 7-18)
- Item 6: Proof of insurance in accordance with Erie County Water Authority Insurance Requirements (pp. 19-20)

Proposals will be accepted until 4:00 p.m. on [REDACTED], 2021. Five hard copies of the proposal and one digital .pdf file (on a USB flash drive) are to be delivered to Erie County Water Authority, 3030 Union Road, Cheektowaga, NY 14227 to the attention of Mr. Jeffrey C. Schlierf, Acting Manager of Information Technology. Proposals received after this time will not be considered and will be returned unopened. All proposals being mailed (including Federal Express, UPS, Priority Mail, etc.) or hand delivered shall be directed to the attention of Mr. Schlierf in a sealed envelope and be clearly marked on the outside of the mailing or hand delivered envelope as follows: **“PROPOSAL – Cisco IP Phone System Maintenance Services”**

EVALUATION AND SELECTION:

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

The issuance of this request for proposal constitutes only an invitation to present response from potential parties. The Erie County Water Authority and the RFP review and selection committee reserve the right to determine in their sole discretion, whether any aspect of the proposal satisfactorily meets the criteria set forth in this Request for Proposal. The Erie County Water Authority and its committee reserves the right to seek additional information and clarifications as well as financial information from the respondents submitting a proposal. The Authority reserves the right to negotiate with any respondent submitting a response, and the right to reject any or all

responses with or without cause, in the event that the RFP is withdrawn by the Erie County Water Authority for any reason. The Erie County Water Authority shall have no liability to any respondent for any costs or experiences incurred in connection with this Request for Proposal or otherwise.

The detailed scope of work and fee for consulting services will be negotiated with the selected firm. An agreement will then be executed pending successful negotiations and authorization by the Authority's Board of Commissioners. All firms submitting proposals will be notified of the selection results. It is anticipated that the selection process will be completed by _____, 2021, and that an agreement will be executed by _____, 2021.

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

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

- (1) The prices in this bid or proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/respondent or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder/respondent and will not knowingly be disclosed by the bidder/respondent prior to opening, directly or indirectly, to any other bidder/respondent or to any competitor; and
- (3) No attempt has been made or will be made by the bidder/respondent to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE
(Penal Law § 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day _____, 20

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

_____ ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE No. _____

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

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

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

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

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

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

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

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

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

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

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

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

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

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

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

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

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

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

FORM A

**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

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

CONTRACT TERMINATION PROVISION

Instructions:

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

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

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

Sample Contract Termination Provision

The Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the 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.

**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: _____

Name: _____

Title: _____

Offerer Name: _____

Offerer Address: _____

INSURANCE REQUIREMENTS

Request for Proposals - Cisco IP Phone System Maintenance Services Project No. 202100061

Insurance specs:

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

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

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

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

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

c. Commercial General Liability:

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

d. Automobile Liability:

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

e. Umbrella Liability:

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

f. Technology Professional Liability (Including Cyber Liability*)

- \$5,000,000. Per Claim
- \$5,000,000. Aggregate
- *Note: Requirement can be met through a single policy or combination of separate policies for both Cyber Liability and Technology Professional Liability

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

ACORD 25 including copy of Additional Insured Endorsement

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

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

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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

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

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