

**REQUEST FOR PROPOSALS
FOR CONSULTING ENGINEERING SERVICES**

**POWDERED ACTIVATED CARBON SYSTEM IMPROVEMENTS
VAN DE WATER AND STURGEON POINT WATER TREATMENT PLANTS**

ECWA Project No. 202000021

General

The Erie County Water Authority (Authority) is seeking Professional Services Proposals for consulting engineering services for upgrades and improvements to the existing powdered activated carbon systems at the Van de Water and Sturgeon Point Water Treatment Plants.

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 any of the projects or to reimburse any costs associated with the preparation of any proposal.

The Request for Proposal (RFP) is being conducted pursuant to the New York State Finance Law §§139-j and 139-k and the Erie County Water Authority's Procurement 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

In general, the existing powdered activated carbon (PAC) systems at each treatment plant consist of the original equipment installed when each plant was constructed. The systems at each plant are operational, however due to the age and increasing maintenance, the Authority would like to replace the existing equipment to provide greater reliability, operational flexibility, automation/control and redundancy.

The PAC system at the Van de Water Treatment Plant is located in a dedicated room of the Raw Water Pumping Station. Primary components of the system include an 80,000-gallon epoxy-lined concrete bulk carbon slurry storage tank with dust collector and mixer, two slurry transfer pumps, one carbon slurry day tank, and two carbon slurry feed pumps (one duty, one standby). The PAC application point is the 48-inch raw water line in the chemical feed chamber.

The PAC system at the Sturgeon Point Water Treatment Plant is located in the treatment plant building. Primary components of the system include a 60,000-gallon epoxy-lined concrete bulk carbon slurry storage tank with dust collector and mixer, and two slurry transfer pumps all located on the lower level of the south end of the treatment building. A carbon slurry day tank and two carbon slurry feed pumps (one duty, one standby) are located on the second level in the chemical feed room. The PAC application point is either to the flash mixers or the two settled water lines leading to the filters.

Both treatment plants receive 20 to 40-ton bulk shipments of dry PAC. Water is mixed with the carbon upon delivery to form the slurry at an approximate ratio of one pound of dry PAC to one

gallon of water. When in use, the operator selects a desired feed rate based on raw water conditions and flowrate. The feed rate is automatically maintained in proportion to a signal from the raw water flowmeter.

Scope of Work

The general scope of work is summarized below. 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 for this project shall be as follows.

Task 1 - Basis of Design

This task of the project will be to complete the basis of design documents for the improvements to the powdered activated carbon systems at each water treatment plant, including:

1. Review reports, plans, specifications, operation manuals and other records furnished by the Authority.
2. Conduct project kickoff meeting with Authority personnel.
3. Verify site conditions at each location. Specifically note the condition of the existing concrete bulk carbon slurry storage tanks (to remain) and the condition of all piping that conveys carbon slurry.
4. Prepare preliminary design documents for the new powdered activated carbon systems at each plant. Preliminary design documents are to include:
 - a) Final design criteria including but not limited to equipment selection, component capacity, hydraulic requirements for PAC delivery, mixing, and application, and compliance with applicable regulatory/code requirements and industry best practices.
 - b) Preliminary drawings including:
 - Process Flow Diagram
 - Plan view of Carbon Room showing general layout and sizing of equipment, pumps and piping
 - Elevations/Sections/Details required to relay the design intent
 - Process and Instrumentation Drawing
 - c) Equipment/motor list for all electrical equipment. Identify code compliance requirements for electrical components.
 - d) Control narrative for operation and monitoring of the system.
 - e) List of required technical specifications for final design.
 - f) Construction sequencing (maintenance of plant operations).
 - g) Opinion of probable project costs.
 - h) Project schedule identifying the duration of final design, bid, and construction phases.
5. Identify locations of suspected hazardous materials (lead paint, asbestos, etc.) or concerning environmental conditions, based on known/assumed age and type of construction for each PAC system. Material sampling and testing would be considered as a Special Service when authorized under Task 6 below.
6. Preparation of Basis of Design Report, including the information listed above. Provide up to ten (10) copies of the report package along with a digital .pdf file.
7. Conduct a review meeting with the Authority on the Basis of Design Report and incorporate all comments into a final version. Provide up to ten (10) copies of the final report package along with a digital .pdf file.

Task 2 – Design Documents

This task of the project will be to complete design documents for the improvements to the powdered activated carbon systems at each water treatment plant. It is anticipated that the work at each plant will be designed and bid together as a single project. The work under this task shall include:

1. Visit the site as needed to assist in preparing the drawings and specifications
2. Prepare detailed design drawings, specifications and contract documents at 60%, 90%, and 100% design stages. Tasks include, but are not limited to:
 - a) Meetings with Authority engineers and operators (minimum of three meetings).
 - b) Preparation of base drawings in AutoCAD version 2014.
 - c) Preparation of engineering calculations to support the design of the improvements, including related civil, mechanical, electrical/instrumentation, structural, and architectural features of the project.
 - d) Submission of the plans to various utility companies and regulatory agencies as required.
 - e) Preparation of final plans, profiles, and job specific detail drawings that include editing of the Authority's standard detail drawings where appropriate.
 - f) Preparation of contract specifications that include editing of the Authority's standard "front end" specifications and standard technical specifications where appropriate and preparation of additional technical specifications as required.
 - g) Obtaining New York State Wage Rates and inserting them into the specifications.
 - h) Preparation of a quantity take-off and opinion of probable construction cost.
 - i) Submission of the Task 1 Basis of Design Report with contract specifications, drawings, application forms and fees to Erie County Health Department for approval.
3. Furnish to the Authority five (5) hardcopy sets of review copies of the drawings, specifications and other contract documents, to the Authority during 60%, 90%, and 100% design. Provide digital .pdf file version of each set of documents.
4. Prepare documentation for compliance with New York State SEQR (Type II actions) and SWPPP (as applicable).
5. Revise the Authority's Standard Operating Procedures (SOPs), Arc Flash, and Lock-out Tag-out (LOTO) program documentation for the new PAC systems for each plant. Revisions shall be done in accordance with the Authority's existing format.
6. Assist Authority in assembling known reports and drawings of existing conditions, and identifying the technical data contained in such reports and drawings upon which bidders may rely.
7. Prepare a schedule for the project utilizing the Authority's standard format. The project schedule shall be updated as needed.

Task 3 - General Services

Bidding Services

1. Furnish twenty (20) sets of final construction documents (contract drawings, final specifications, and other documents) required for bidding and construction purposes. Furnish digital .pdf file of final construction documents.
2. Conduct a pre-bid meeting and distribute minutes, when appropriate.
3. Prepare and distribute addenda as required to clarify, correct, or change the issued documents.

4. If the contract documents require, the Engineer shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective contractors, prior to award of contracts for the work.
5. Provide assistance to the Authority in securing bids, tabulating bid results, analyzing bid results, and making recommendations on the award of each construction contract.

Construction Services

1. Conduct a pre-construction meeting and distribute minutes.
2. Supply an approved contractor’s schedule for construction of the project.
3. Receive, review, and determine the acceptability of any and all schedules that the Contractor is required to submit to Engineer, including: Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. Give consultation and advice to the Authority during construction.
5. Prepare elementary sketches and supplementary sketches, if required, to resolve actual field conditions encountered.
6. Interpret contract documents and resolve problems as to amount, quality, acceptability, and fitness.
7. Review the contractor’s submittals of material and/or equipment for compliance with the Consultant’s design concept and take appropriate action such as but not limited to: “approved”, “approved as corrected”, “revise and resubmit”; or “not approved”.
8. Schedule and attend progress meetings at a minimum every two (2) weeks.
9. Report to the Authority monthly on the progress of the work with a written monthly summary including daily inspector reports.
10. Defective Work: Reject Work if, on the basis of Engineer’s observations, Engineer believes that such Work is defective under the terms and standards set forth in the Contract Documents. Provide recommendations to Authority regarding whether Contractor should correct such Work or remove and replace such Work, or whether Authority should consider accepting such Work as provided in the Contract Documents.
11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Authority of such incompatibility, and provide recommendations for addressing such Work.
12. Clarifications and Interpretations: Accept from Contractor and Authority submittal of all matters in question concerning the requirements of the Contract Documents (requests for information or interpretation - RFIs), or relating to the acceptability of the Work under the Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents.
13. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner’s use.
14. Substitutes and “Or-equal”: Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor.
15. Change Orders: Notify the Authority when a change in the work is proposed which will cause an adjustment in the contract cost. Evaluate whether the proposed change is

justified and reasonable, and if necessary prepare change orders, field directives, and make recommendations for approval. Discuss changes in the plans or procedures authorized by the Consultant with the Authority prior to implementation. Obtain approval for all change orders from the Board of Commissioners prior to implementation.

16. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each submitted Change Proposal from Contractor and either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to the Authority and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Authority regarding engineering or technical matters pertaining to Claims.
17. Applications for Payment: Based on Engineer's observations and on review of Applications for Payment and accompanying supporting documentation:
 - a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment based on the provisions stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Authority, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).
18. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data as required. Receive from Contractor, review, and transmit to Authority the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment.
19. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Authority and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Authority's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Authority regarding any remaining engineering or technical matters affecting Authority's use or occupancy of the Work following Substantial Completion.
20. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer

shall also provide a notice to Authority and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

21. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Authority or Contractor, and will not be liable to Authority, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
22. Check installation for preparation of record drawings.
23. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a) The Engineer is not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work. The Engineer is not responsible for the Contractor's failure to execute the work in accordance with the construction Contract.
 - b) Notify the Owner of all permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the Owner for its correction and; at the request of the Owner have recommendations implemented by the Contractor.

Task 4 - Resident Inspection

Upon authorization from the Authority, the Consultant shall complete the following services.

- a. Provide technical inspection of construction by a full-time resident engineer and/or inspectors as required, who will:
 - 1) Inspect all work to determine the progress, quality, quantity and conformance of the work in accordance with contract documents.
 - 2) Notify any affected third parties in writing prior to start of construction.
 - 3) Prepare daily inspector reports.
 - 4) Review, verify and approve requests for monthly and final payments to contractors, based on quantities of work put in place.
 - 5) Provide bi-weekly updates summarizing the Resident Inspection costs and projecting future Resident Inspection costs for the duration of the project.
- b. For Resident Inspection services, the Consultant shall provide an hourly rate that is fully loaded (direct hourly rate, overhead and profit). Overtime premium will be paid at 50% of the Resident Inspectors' direct hourly rate. Consultant shall breakdown its direct hourly rate, its audited overhead rate for inspection services and its profit percentage. Consultant shall provide an estimate of the number of hours for resident inspection in the proposal.
- c. Once a contractor bid has been awarded, the contract will set an estimated amount and a not-to-exceed amount for Resident Inspection services. Before reaching the not-to-exceed amount for Resident Inspection, the Consultant must seek approval from the Authority's Board of Commissioners to increase the amount of the Resident Inspection based on the realistic number of hours to complete such services.

Task 5 - Record Drawings

1. Provide electronic record drawings in AutoCAD version 2014 and digital .pdf file of all completed work on a DVD or flash drive. One full size set and one half set of hard copies of these drawings shall also be provided to the Authority.
2. Submit record drawings no later than one month after final payment is recommended for approval and in accordance with Authority Standards.

Task 6 - Special Services

The Authority may require one or more of the following special services in carrying out the project.

1. Soils Investigations - including test borings, pavement cores, and the related analysis.
2. Detailed mill, shop and/or laboratory inspection of materials and equipment.
3. Land surveys, maps, plates, descriptions and title investigations which may be required to acquire lands, easements, and rights-of-way for the proposed facilities.
4. Additional copies of reports, contract drawings and documents.
5. Extra travel and subsistence for the Consultant and his staff beyond that normally required under ordinary circumstances, when authorized by the Authority.
6. Assistance to the Authority serving as an expert witness in litigation arising from project development or construction.
7. New York State SEQR (Type I and Unlisted Actions).
8. Air, water, and/or soil sampling, testing, and/or analysis.
9. Operation and maintenance manuals.
10. Start-up services.
11. Hazardous material testing and assessment.
12. Wetlands investigations, delineation, and mitigation.
13. Storm Water Pollution Prevention Plans
14. Applications for NYSDEC permitting.
15. Assistance with grant research, completion of grant applications, and reporting/documentation after award.
16. Laboratory testing, jar testing, and pilot testing performed by consultant.

Information Requests

All questions and requests for information are to be directed to the designated ECWA Contact Person, Michael W. Wymer, PE at 716-685-8292, in accordance with New York State Finance Law §§139-j and 139-k. An optional pre-proposal meeting will be held on January 30, 2020 at the Van de Water Treatment Plant (3750 River Road, Tonawanda, NY 14150) at 10:00 AM. local time, followed by a meeting at the Sturgeon Point Water Treatment Plant (722 Sturgeon Point Road, Evans, NY 14047) at 11:30 A.M. local time, to view the work locations and discuss the project.

Proposal Requirements

Firms may submit proposals for any or all projects. Separate proposals are not required. 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 projects outlined above. Include a minimum of three references for similar work including project name, location, contact person, budget, date of completion and state the relevance to this project.
- Item 2 - Project understanding, technical approach and detailed scope of services. Identify any suggested revisions to and expand upon the detail of the general 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 each project. Provide resumes of proposed personnel with listed experience applicable to this project. Indicate the role of proposed personnel on the projects listed under Item 1 above and identify the proposed role on this project.
- Item 4 - Qualifications of resident inspector(s) including applicable education, training, experience, and NICET certification.
- Item 5 - Work performed for the Water Authority in 2017, 2018, and 2019.
- Item 6 - Current remaining workload with the Water 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 - Proposed project schedule, showing preliminary design through construction completion.
- Item 10 - 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. All consultants shall include Special Services lump sum cost of \$20,000 for the purposes of this proposal.

Proposals shall include the following form for comparison purposes:

Project 202000021 – RFP for Powdered Activated Carbon System Improvements, Van de Water and Sturgeon Point Water Treatment Plants	
Task 1 - Basis of Design Report	\$
Task 2 – Design Documents	\$
Task 3 - General Services	\$
Task 4 - Resident Inspection	\$
Task 5 - Record Drawings	\$
Task 6 - Special Services	\$ 20,000.00
TOTAL:	\$

Proposals will be accepted until 4:00 p.m. on February 14, 2020. 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, New York 14227 to the attention of Mr. Leonard F. Kowalski, P.E., 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 – POWDERED ACTIVATED CARBON SYSTEM IMPROVEMENTS, VAN DE WATER AND STURGEON POINT WATER TREATMENT PLANTS”.

Evaluation and Selection

All proposals will be evaluated by a small in-house committee made up of Water 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(s). Professional Service Contracts will then be executed pending successful negotiation and authorization by the Water 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 March 2020, and that the agreement will be executed in April 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

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
- No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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: _____ Date: _____
Signature

Name: _____

Title: _____

CONTRACT TERMINATION PROVISION

Instructions:

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

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

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**

**POWDERED ACTIVATED CARBON SYSTEM IMPROVEMENTS
VAN DE WATER AND STURGEON POINT WATER TREATMENT PLANTS**

ECWA Project No. 202000021

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

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

e. Professional 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 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.