

**REQUEST FOR PROPOSALS**  
**GAS DETECTION AND MONITORING EQUIPMENT**

**ECWA Project No. 202100070**

**GENERAL**

The Erie County Water Authority (the “Authority”) is seeking proposals for gas detection equipment and service programs.

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 response. Upon review of all submissions, the Authority reserves the right to approach and negotiate an equipment, 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 known 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.

Critical to the safety of its employees, the Authority currently has a contractual relationship with a vendor who owns, supplies, and maintains, and services gas detection equipment used at the Authority’s water treatment plants and in the field by the Authority’s work crews. Gas detection equipment is an invaluable tool used by our employees when entering confined spaces. The equipment protects our employees from being exposed to toxic gases. Treatment, Production, Meter Shop and Line Maintenance employees use the gas detection equipment when accessing confined spaces daily.

The Authority currently employs an on-line gas detection equipment service program, whereby the gas detection equipment and associated equipment (docking stations, etc.) are leased. When the docking station senses a decline in a monitor’s performance, it automatically sends the Authority a replacement device. Similarly, the Authority is part of a calibration gas auto replenishment program with the vendor. . While the current system in use performs adequately, the Authority is currently looking into alternatives that perform similar to the current system

(leased or owned) or equipment that the Authority can purchase and maintain inhouse or a program that is in between.

The overall purpose of this RFP is for the Authority to gain a better understanding of available gas detection equipment, associated available maintenance and management services, costs and level of effort required by Authority staff to maintain and monitor the system. This includes the following types of gas detection equipment and services:

- Local docking station monitoring by Authority staff,
- Online equipment monitoring and data processing by a third-party vendor,
- Leasing of gas detection equipment, and
- Authority ownership of gas detection equipment.

No specific system or method of providing this service is being requested, the Authority will entertain any program that is available. This RFP is issued to all prospective vendors offering gas detection equipment. We are seeking to implement a system that will enable us to work safely and efficiently.

### **SCOPE OF SERVICES**

The Authority is seeking a 5-year contract with the option to renew the contract for additional years. The requirements of the gas detection system are described below.

Gas detection equipment shall be designed and furnished by a single manufacturer regularly engaged in supplying such systems for specified applications.

### **INFORMATION REQUESTS**

All questions and requests for information are to be directed to the designated ECWA Contact Person, Clayton J. Johnson, PE, Production, at 716-345-5076, email: [cjohnson@ecwa.org](mailto:cjohnson@ecwa.org) in accordance with New York State Finance Law §§ 139-j and 139-k.

### **RESPONSE REQUIREMENTS**

Responses are to be concise, specific, and straightforward. All pertinent information is to be contained in the response. The use of artwork, special covers, and extraneous information in the responses is discouraged. Suppliers with multiple equipment vendors that meet the RFP requirements are encouraged to submit multiple proposals (one for each equipment vendor). Responses are to remain valid for a minimum of 60 days. Each response is to include the following:

- Item 1 - Qualifications and experience related to the gas detection and monitoring service and/or equipment, vendor's primary location, number of years vendor has provided the service, information on other utilities and/or municipalities currently using vendor's service and/or equipment.
- Item 2 - Description of required hardware and/or software necessary to implement vendor's service, if any.

Item 3 - Description of limitations of the service and/or equipment, if any.

Item 4 - Description of capabilities of the vendor’s equipment and service. The following pages describe the requirements of the gas detection service and equipment. In the answer section, please indicate if a feature can be configured or customized in any way that would enhance the Authority’s use of the system. If your equipment has additional capabilities, please explain.

**GAS DETECTION AND MONITORING SYSTEM REQUIREMENTS**

**I. Equipment Requirements**

A. Equipment Quantities:

- 1) No. of units required:13 total, including:
  - a. (9) 5-Gas units
  - b. (4) 4-Gas units
- 2) No. of Locations to install: 6 total
- 3) No. of 120 VAC Single Unit Charger(s): 8 total
- 4) No. of 120 VAC Single Unit Desk Top Charger(s): 2 total
- 5) No. of 12 VDC Single Unit Vehicle Charger(s): 4 total
- 6) External slide-on sample pumps: 10 total

B. Gas(es) Detected/Monitored and Performance - Schedule of Multi-Gas Detectors:

5-Gas	4- Gas	Gas Type	Minimum Range	Minimum Resolution	Accuracy	Max. Span Calibration Time (seconds)	T (90) Response Time (seconds)	Minimum Life Expected (years)
X	X	Combustible	0-100% LEL	1% LEL	10%	60	<10 seconds	4
X	X	Oxygen	0-30% volume	.1 % volume	0.5%	60	<10 seconds	4
X	X	Carbon Monoxide	0-2000 ppm	1 ppm	5%	60	<32 seconds	4
X	X	Hydrogen Sulfide	0-100 ppm	1 ppm	5%	60	<25 seconds	4
X		Chlorine	0-10 ppm	.1 ppm	10%	120	<30 seconds	3

C. Physical Characteristics

- 1) Gas Delivery: Unit shall be compatible of measuring the gas concentrations via diffusion, internal pump, or with a detachable external pump that is capable of sampling up to 50 feet.
- 2) Handling: Instrument shall be a one hand operation device.

D. User Interfaces

- 1) Data Access: Access to data log shall be non-intrusive using infrared links to Windows-ready PCs.

E. Monitoring Capability

- 1) Sensor Configuration: User shall be able to enable/disable individual sensor channels.
- 2) Sensor Missing Alarm: All sensor channels provide missing sensor alarm if sensor has been removed and sensor channel has not been disabled.
- 3) Combustible Gas Display: Instrument shall be capable of displaying combustible gas reading as % Lower Explosive Limit (LEL) or by % volume.
- 4) Pressure Compensation: Instrument oxygen sensor shall have built-in pressure compensation.
- 5) Span Reserve Percentages: Instrument shall use span use percentages to indicate a sensor's remaining life, reducing instrument downtime through planned maintenance.

F. Basic Operational Features

- 1) Inadvertent Shutoff: Instrument shall be designed to protect against accidental shutoff.
- 2) Zero Adjustments: Instrument shall provide fresh air set up (FAS) function at user's discretion.
- 3) Zero Adjustment Safety Lockout: FAS shall not allow Instrument to zero out hazardous readings.
- 4) Confidence Signals: Instrument shall provide periodic audible and visual signals indicating instrument operation. User shall have option of disabling audible and visual signals if desired.
- 5) Time, Temperature and Date:
  - a. When displaying gas readings, instrument shall display current time and date, as well as ambient temperature.
  - b. Instrument shall have the capability to display temperature in both Fahrenheit and Celsius temperature scales.
- 6) Last Calibration Date: Instrument shall have the capability to show the last successful calibration date.

G. Instrument Alarms

- 1) Alarm Indicators:
  - a. Vibrating Alarm: Instrument shall have a standard vibration alarm.
  - b. Oxygen Alarm: Oxygen channel shall have alarm setpoints for both oxygen deficiency and oxygen enrichment.
  - c. Panic Alarm: Instrument shall have a dedicated panic button that allows the instrument operator to notify others of a potentially dangerous situation.
  - d. Man-down Alarm: Instrument shall be equipped with a man-down alarm that provides notification when the instrument is not moving.
- e. Battery Alarms
  - i. Monitor shall provide user with 10-minute warning of battery power loss in all environmental conditions.
  - ii. Power consumption alarms shall activate audible, visual and vibrating alarms.

- f. STEL and TWA alarms: Instrument shall provide audible, visual and vibrating alarms if STEL or TWA levels are exceeded. Alarm set points for STEL and TWA shall be user selectable.

#### H. Instrument Power and Battery

- 1) Power Supply: Instrument shall be equipped with a rechargeable extended range lithium-ion battery.
- 2) Battery Life Indication:
  - a. Monitor shall provide icon depicting estimated remaining battery operation time.
  - b. Battery icon must always be visible when instrument is powered on.
- 3) Instrument shall be chargeable using either: desktop charger, automotive charger, docking station, or charging cable.
- 4) Charger Input Voltages: Unit shall be capable of charging with 110 VAC, 220 VAC, and 12-24 VDC chargers. Provide required number of each as specified herein.
- 5) Charging Status: Both instrument and charging device shall provide visual indication of battery charging status.

#### I. Calibration

- 1) Calibration Tools:
  - a. Instrument shall require no special tools for calibration other than gas cylinder, regulator and tubing to supply calibration gas to instrument.
  - b. Calibration shall be easily performed with the instruments push buttons.
- 2) Automatic Calibration:
  - a. Instrument shall allow automated calibrations and bump tests using a calibration/docking station.
  - b. External calibration system shall:
    - i. Automatically recognize and calibrate instrument and retain all calibration records.
    - ii. Synchronize data, charge the instrument, and control instrument settings.
    - iii. Automate maintenance tasks such as: zeroing, calibration and bump testing.

#### J. Sampling Systems

- 1) Instrument shall be provided with option to use a detachable sample pump, or as a diffusion instrument without pump.

#### K. Sensor Characteristics and Performance

- 1) End-of-life Sensor Indicator: Instrument shall notify user when sensor is close to and at its end-of-life following calibration.

#### L. Data Log (Instrument Data Storage)

- 1) Data Log: Instrument shall be capable of storing at least three (3) months of data (at 10-second intervals) without overwriting existing information during normal use.
- 2) Event Log: Instrument event log shall record at least 60 events.
- 3) Gas Record Content: Data log entries shall contain; at a minimum: date, time, and record of peak and average readings for each gas sensor (oxygen shall be recorded as maximum and minimum for these intervals).
- 4) Atmospheric Record: Instrument shall have provisions to record atmospheric temperature changes.
- 5) Record Intervals: Time span among intervals shall be user selectable from ten (10) seconds to fifteen (15) minutes.
- 6) Data Retention: Instrument data stored in memory shall not be lost or corrupted in event of sudden instrument power loss.
- 7) Activity Record Content Page: Instrument data log shall record and be capable of reporting significant instrument events including gas and battery alarms, fresh air set ups, sensor re-zeroing, calibrations, battery voltage, and elapsed run-time.

#### M Performance Specifications

- 1) Provide docking stations capable of charging, downloading data, bump testing and calibrating instruments.
- 2) Provide each docking station with all accessories required, for automatic operation, including but not limited to, gas regulator(s), wall/desk calibration gas cylinder mount, and 5-port gas regulator manifold clamp.
- 3) External Power Supply Voltage: Docking/Calibration station shall be rated for a supply voltage of 100-240 VAC/ 12VDC.
- 4) Pump Test: Docking/Calibration station shall provide capability to automatically test pump for flow and proper operation.
- 5) Cylinder Test: Docking/Calibration station shall provide capability to automatically determine if calibration gas cylinder is empty.
- 6) Sampling System Filters: Docking/Calibration station pump shall have easily accessible replaceable filters for user replacement.
- 7) Pump Flow Rate: Pump flow rate shall be no less than 1.2 SCFH.

#### N. User Interfaces

- 1) USB Drive: Docking/Calibration station shall be equipped with a USB drive input.

#### O. Charging

- 1) Gas Detection Monitor Charging: Docking/Calibration station shall provide for charging a minimum of one (1) gas detection instrument.

#### P. Sampling System

- 1) Gas Delivery System: Docking/Calibration station must be capable of automatically drawing calibration gas from cylinder through demand flow regulator.

- 2) Gas Inlets: Docking/Calibration station shall have a minimum of one (1) “fresh” airport, and two (2) calibration gas ports.

Q. Calibration Gas

- 1) Gas cannister size: Docking/Calibration station shall have the ability to connect to 58, 103, 116, and 650 -L Gas cylinders.
- 2) Docking/Calibration station shall have the ability to track cylinder usage via demand flow regulator with pressure switch.
- 3) Docking/Calibration station shall have the ability to block use of expired calibration gases.

R. External Sample Pump

- 1) Power Supply: Extended range Lithium-ion battery, same as gas unit.
- 2) Provide an external detectable sample pump that requires no tools to attach or remove and can use same Lithium-ion battery packs as the gas monitoring units.
- 3) Power Source/Run Time: Battery run time shall be a minimum 36-hours using extended range lithium-ion battery pack.
- 4) Pump Flow Rate: Pump flow rate shall be no less than 1.2 SCFH.

S. Additional Required Features and Services

- 1) Instrument Manufacturer shall provide:
  - a. Live technical support from customer-oriented, knowledgeable staff of gas detection professionals available on demand. Technical supports must be available 24 hours per day, 7 days per week, 365 days per year.
  - b. On-site and/or remote training provided for docking stations, instruments and software.
- 2) Reports: Instrument software shall have the ability to create custom reports as per user specifications.
- 3) User accounts: Docking station software shall have the ability to create unlimited user accounts, as well as “Admin” and “user only” types of accounts.
- 4) Testing/Calibration schedule: Bump test and Calibration schedules shall be trackable and modifiable via docking station software.
- 5) Expired cylinders: Docking station shall have the ability to recognize and block the use of expired calibration gas cylinders.

**QUESTIONS:**

Responses shall include the following form for comparison purposes:

No.	Area	Question	Answer
1	Gas Detector	Are units cellular enabled?	

No.	Area	Question	Answer
2	All Equipment	What is the manufacturer's warranty period for all equipment?	
3	All Equipment	What is covered by the manufacturer's standard warranty?	
4	All Equipment	What is the turnaround time for the Authority to receive replacement parts and units once ordered?	
5	All Equipment	What is the location of the nearest service office?	
6	Local (docking station) Management Service	Can your docking stations function as complete instrument management systems? If yes, please answer the following questions (6a -6i).	
6a		Can the docking stations send automatic email alerts, to designated ECWA staff, indicating equipment requiring maintenance or service?	
6b		Can the docking stations provide remote monitoring of calibration gas usage?	
6c		Can the docking stations provide remote management of instrument functional test, calibration, diagnostic testing and data download schedules?	
6d		Can the docking stations provide remote management of all instrument settings and optional features?	
6e		Can the docking stations provide centralized management of equipment fleet regardless of physical location?	

No.	Area	Question	Answer
6f		Can the docking stations provide documented on-line history of calibration and bump test records as well as changes to instrument settings, sensor and gas cylinder installation?	
6g		Can the docking stations provide online access to all instrument calibration, test, user, gas exposure, history and maintenance?	
6h		Can the docking stations provide automatic emailed reports of instrument fleet status, instrument alarm summaries, and overdue maintenance conditions?	
6i		Can the docking stations provide remote access to all program data via the internet from any web enabled PC or mobile device?	
7	All Equipment	Does your system allow for a subscription-based service program whereby replacement gas detectors, sensors, and calibration gases are automatically sent to ECWA when needed?	

Item 5 - Description of vendor's implementation, training and support, including: (1) approach to implementation; (2) amount of training to be provided, and whether performed onsite, via web conference or other means; (3) explanation of how support requests are handled, whether 24/7 support is provided and the turnaround for critical support requests.

Item 6 - Completed Public Authorities Law and State Finance Law Mandated Forms (pg. 12-23).

Item 7 - Proof of insurance in accordance with Erie County Water Authority Insurance Requirements (pg. 24-25).

Item 8 - Please provide three (3) references for installation that would be similar to our operation.

Item 9 - Detailed description of price structure, including cost to the Authority based

upon the following:

### **COSTS**

#### **Purchase of:**

- 1) 5-Gas Unit: \$/unit\*
- 2) 4-Gas Unit: \$/unit
- 3) 120 VAC Single Unit Charger: \$/unit
- 4) 120 VAC Single Unit Desk Top Charger: \$/unit
- 5) 12 VDC Single Unit Vehicle Charger: \$/unit
- 6) External slide-on sample pump: \$/unit
- 7) Other equipment costs not included in the above? Include items and associated cost, if any.

\*If maximum number of detection gases for manufacturer's gas detector is 4, include the cost of five 4-gas detectors and five 1-gas detectors.

#### **Maintenance/Training Program:**

- 1) Gas Sensor Replacement: \$/year per unit
- 2) Gas Detector Repair/Replacement Service Plan: \$/year per unit
- 3) On-site Training: \$ per 4-hr/class
- 4) Other maintenance costs not included in the above? Include items and associated cost, if any.
- 5) Subscription-based service program (refer to Question No. 7 in the questions above), if available: \$/year

**Responses will be accepted until 4:00 p.m. on Friday, May 14, 2021.** Five hard copies of the response 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. Leonard F. Kowalski, PE, Executive Engineer. Responses received after this time will not be considered and will be returned unopened. All responses 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: "RESPONSE – GAS DETECTION AND MONITORING EQUIPMENT".

### **Evaluation and Selection**

All responses 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 responses will be requested if needed. The responses will be evaluated based on the criteria listed above.

The Authority desires to enter a service contract that will be executed pending successful negotiation with the selected vendor and authorization by the Authority Board of Commissioners. If an agreement cannot be negotiated within fifteen (15) days of notification to the designated respondent, the Authority may terminate negotiations with that respondent and negotiate an agreement with another respondent of its choice.

All vendors submitting proposals will be notified of the selection results. It is anticipated that the selection process will be completed by June 2021, and that the agreement will be executed in July 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: \_\_\_\_\_

\_\_\_\_\_

**GAS DETECTION AND MONITORING EQUIPMENT**  
**ECWA Project No. 202100070 (RFP)**

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:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

**f. Cyber Liability**

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

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

ACORD 25 including copy of Additional Insured Endorsement

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

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

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

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

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

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