

## **REQUEST FOR PROPOSALS**

### **PRINTER CONSOLIDATION AND MANAGED PRINT SERVICES**

**ECWA Project No. 202200193**

#### **GENERAL**

The Erie County Water Authority (the “Authority”) is seeking proposals from qualified companies to supply multifunction product solutions to print, copy, scan, and fax with support, including maintenance and supplies, for all included products. The company will be required to make recommendations and then implement placement of right-sized machines in strategic and logical locations to facilitate productivity and efficiencies, and to provide fully managed printing services. The initial contract term will be for 3 years with the option to renew the contract for two additional one-year extensions.

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 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.

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. The Authority looks forward to continuing its efforts on behalf of more than 500,000 people who rely on its water every day.

## **SCOPE OF SERVICES**

The Authority is issuing this Request for Proposals (“RFP”) for the supply of multifunction product solutions to print, copy, scan, and fax with support, including maintenance and supplies, for all included products. The selected Offeror will be required to suggest and implement placement of right-sized machines in strategic and logical locations to facilitate productivity and efficiencies, and to provide fully managed printing services.

The Authority is seeking a three-year contract with the option to renew the contract for two 1-year extensions. The proposal requirements are described below.

### **Description of Services:**

The selected Offeror will be expected to perform work related to the supply of multifunction product solutions for printing, copying, scanning, and faxing with support, including maintenance and supplies, for all included products. The firm will be required to suggest and implement placement of right-sized machines in strategic and logical locations to facilitate productivity and efficiencies, and to provide fully managed printing services.

#### **1. Background**

a. The Authority has four locations. The current configuration of the Authority’s print solutions at each of these locations is set forth below.

i. The **Service Center (Cheektowaga, NY)** is the location of the Authority’s Engineering, Information Services (stenographic), Information Technology, GIS, Human Resources, Purchasing and Stores departments. The Authority’s Meter Shop, Line Maintenance, Dispatch and Transportation Clearing departments are also located at the Service Center.

164 employees  
18 network printers  
13 desktop printers  
4 copiers  
1 large format plotters  
1 large format scanners  
1 high speed document scanner

ii. The **Ellicott Square Building (Buffalo, NY)** is the location of the Authority’s Financial, Legal, and Customer Service departments.

43 employees  
9 network printers  
18 desktop printers  
3 copiers  
2 high speed document scanners

iii. **Sturgeon Point Water Treatment Plant (Derby, NY)**

15 employees  
 1 network printer  
 2 desktop printers  
 1 copier

iv. **Van De Water Water Treatment Plant (Tonawanda, NY)**

22 employees  
 2 network printers  
 3 desktop printers  
 1 copier

- b. Authority employees have computers running Windows 10 Pro with PC 5250 JAVA emulators for IBM Power System access. Printing from the IBM Power System requires IPDS memory be installed in the print devices.
- c. The Authority currently has 3 MFP's, 30 Lexmark network printers, 9 copiers, 37 desktop USB connected printers, 1 large format plotter, 1 large format scanner and 3 high speed document scanners.

Location	Manufacturer	Make	Model	Total Black	Total Color	~ Monthly Total Volume
SC	IBM	4551	DN1	3104		3104
SC	LEXMK	CS923	DE	1559	1,494	3053
SC	LEXMK	CS923	DE	827	721	1548
SC	LEXMK	CX820	DE	247	138	371
SC	IBM	4537	N01	675		675
SC	IBM	4553	DN1	50		50
SC	LEXMK	T654	DN	2769		2769
SC	LEXMK	CS923	DE	1536	2,350	3885
SC	LEXMK	MS911	DE	538		538
SC	LEXMK	CS923	DE	887	1,011	1897
SC	LEXMK	CS820	DE	4294	723	5017
SC	LEXMK	CS923	DE	1397	2,613	4010
SC	LEXMK	CS310		71	180	251
SC	LEXMK	X792	MFP	480	640	1120
SC	LEXMK	MS825	DN	626		626
SC	IBM	4551	DN1	2913		2913
SC	HP	DesignJet T1700	T1700			
SC	LANIER	LW324				

Location	Manufacturer	Make	Model	Total Black	Total Color	~ Monthly Total Volume
SC	LEXMK	MS711	DN	1370		1370
SC	LEXMK	CS310	DN	115	1,259	1374
SC	KODAK	I4200				
SC	Lanier	MP 3054 BW		2813		2813
SC	Lanier	MP5054 BW		2050		2050
SC	Lanier	MP 3054 BW		374		374
SC	Konica Minolta	c284e Color		783	191	974
ES	LEXMK	MS825	DN	5648		5648
ES	IBM	4960	DN1	131	78	209
ES	LEXMK	MS825	DN	1008		1008
ES	IBM	4551	DN1	878		878
ES	LEXMK	T654	DN	1042		1042
ES	LEXMK	T654	DN	19997		19997
ES	IBM	4551	DN1	4	2	6
ES	IBM	4960	DN1	404		404
ES	LEXMK	MFP	XS654DE	783		783
ES	KODAK	I4200				
ES	KODAK	I4200				
ES	Lanier	MP 3054 BW		527		527
ES	Lanier	MPC 6004 Color		614	170	784
ES	Xerox	Workcenter c-8070		1693	2,833	4526
SP	LEXMK	CS923	DE	853	731	1583
SP	Konica Minolta	BizHub 284e		487		487
VW	LEXMK	MS711	DN	573		573
VW	LEXMK	CS923	DE	1657	640	2297
VW	Konica Minolta	BizHub 284e		484		484

\*\*\*Note that one Lexmark printer is used exclusively as a check printer using MICR toner. Support for this on time & materials basis, without supplies coverage, will be considered, as the volume is very small.

## 2. Scope of Work

- a. The Authority seeks proposals for provisioning of printing services, including printing, copying, scanning, and faxing, in our 4 facilities.

- b. The Authority seeks to contract with one vendor to provide equipment, supplies, and service of all in-scope networked printers.
- c. The selected Offeror must be an authorized dealer for the products of the manufacturer(s) set forth in the Offeror's proposal and authorized by the manufacturer(s) to conduct business in Erie County.
- d. The selected Offerer should ensure a high level of quality services and responsiveness for repairs and maintenance.
- e. Proposals should provide for Managed Print Services for any new equipment with proactive shipment of supplies and automated placement and routing of service calls.
- f. All proposals should include:
  - i. Secure pull print and scan solutions;
  - ii. One click scan to email or folder;
  - iii. Track and manage printing, copying, and scanning features;
  - iv. OCR & Digitization (including PDF/A support); and
  - v. IT Staff and end user training.

### **3. Service Requirements**

- a. Supplier-conducted printer fleet assessment including site visit, if necessary.
- b. Maintenance of supplier provided devices, to include:
  - 1) OEM consumables (compatible inks/toners NOT allowed).
  - 2) OEM Parts, including drums, fuser units, transfer kits, waste toner bottles, rollers, paper guides, and other parts, as needed.
- c. Labor, including delivery and installation of consumables and parts, and removal of spent part to be recycled.
- d. Project management services for Managed Print Services project.
- e. Break-fix services:
  - 1) Capability to accept incident reports by email or telephone.
  - 2) Dispatch according to agreed SLAs during contract coverage hours.
- f. Client-facing web portal, which provides, at a minimum, the following data:

- 1) Number of managed and non-managed devices on the network.
  - 2) Equipment details – Manufacturer, model, serial number, IP address, MAC address, location of device.
  - 3) Color vs. B/W devices.
  - 4) Operating costs per each device.
- g. Software.
- h. User Training.

#### **4. SLA**

- a. Include standard SLA for your managed print services.

### **INFORMATION REQUESTS**

All questions and requests for information are to be directed to the designated Authority Contact Person, David W. Aubertine, Director of Cybersecurity and Information Technology at 716-685-8210 (email: daubertine@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: Provide an overview of the solution being proposed. Overview should include description of all relevant features, high level implementation plan, warranty and/or maintenance information, licensing and fees and any additional hardware or software expenses. All expenses should be itemized and should also provide a cumulative total. Line items should also denote which are optional versus required for implementation and meeting the stated requirements.

Line items should include:

- Labor
- Licensing
- Hardware (if applicable)
- Additional Software

- Training (to include ECWA Technical Staff and End Users)
  - Travel
- Item 2: Qualifications and related experience of the firm. In the proposal, the implementation partner should describe/highlight the experience, training, and certification of all staff that are to participate in the contract. The implementation partner should also describe any training or continuous education that will benefit the staff that will provide support to the Authority.
- Item 3: The respondent should demonstrate, at a minimum, experience in the following:
- The respondent must have implemented at least two (2) large scale Managed Print Services solutions.
  - The respondent must have managed at least one project for a public sector customer.
  - Any additional relevant experience.
- Item 4: Fee proposal for service and maintenance during the three-year contract period. Proposal should provide a breakdown of services and coverage with service level agreements (SLA's) and recovery time and recovery point objectives clearly defined. If respondent has a standardized agreement used for such services, include a copy with the proposal.
- Item 5: Hourly rate and other applicable charges for miscellaneous additional work not covered in the Scope of Work, including, the removal or dispositioning of equipment that will be replaced.
- Item 6: 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. 8-19)
- Item 7: Proof of insurance in accordance with Erie County Water Authority Insurance Requirements (pp. 20-21)

**Proposals will be accepted until 3:00 p.m. on Friday October 28, 2022.** 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. David W. Aubertine, Director of Cybersecurity and 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. Aubertine in a sealed envelope and be clearly marked on the outside of the mailing or hand delivered envelope as follows: **“PROPOSAL – PRINTER CONSOLIDATION AND MANAGED PRINT SERVICES (Project No. 202200139)”**.

## **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 Authority desires to enter a service agreement that will be executed pending successful negotiation with the selected vendor and authorization by the Authority's 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 December 2022, and that the agreement will be executed in January 2023.



**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**

**Offeror'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 Offeror submits its proposal.

Offeror 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**

**Offeror'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 Offeror 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 Offeror submits its proposal.

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



**FORM C (Continued)**

**Offeror'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)

Offeror 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(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 Offeror 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 Offeror 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 Offeror.

**Offeror Statement:**

*I certify, under penalty of perjury, that the following statements are accurate:*

- *Offeror is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.*
- *Offeror 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.*
- *Offeror 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: \_\_\_\_\_

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

Offeror Address: \_\_\_\_\_



## INSURANCE REQUIREMENTS

### PRINTER CONSOLIDATION AND MANAGED PRINT SERVICES

#### ECWA Project No. 202200139

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. - C 105.2 REQUIRED

**b. New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used. DB120.1 REQUIRED

**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
- Per Project/Job Aggregate Limit Required
- 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.

**f. Umbrella Liability:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Per Project/Job Aggregate Limit Required

- Erie County Water Authority to be scheduled as an Additional Insured

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 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. If you have any questions, you can contact Ms. Musarra by email or phone (716) 849-8465.